

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1	of 89	Pages
2. Contract Number		3. Solicitation Number W56HZV-14-R-0193		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2014DEC23	
7. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-ADT-C WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	8. Address Offer To (If Other Than Item 7)				
6. Requisition/Purchase Number SEE SCHEDULE							

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

SOLICITATION

9. Sealed offers in original and _____ 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 04:00pm (hour) local time 2015JAN26 (Date).

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

10. For Information	A. Name STEPHANIE THOM	B. Telephone (No Collect Calls)			C. E-mail Address STEPHANIE.N.THOM.CIV@MAIL.MIL
Call:		Area Code (586)	Number 282-8016	Ext.	

11. Table Of Contents

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OFFER (Must be fully completed by offeror)

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

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

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

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

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

AWARD (To be completed by Government)

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

22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item 25
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24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code

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

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

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: STEPHANIE THOM
 Buyer Office Symbol/Telephone Number: CCTA-ADT-C/(586)282-8016
 Type of Contract 1: Firm Fixed Price
 Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

A.1 ADMINISTRATIVE SUMMARY:

This solicitation, W56HZV-14-R-0193 is being issued under the authority of the Federal Acquisition Regulations (FAR) 16.202, Fixed Price Contracts. The U.S. Army Contracting Command - Warren (DTA) intends to negotiate and award a 3-year, Firm-Fixed Price, Indefinite Delivery Indefinite Quantity (IDIQ) Contract for the M295 Decontamination Kit, NSN:6850-01-357-8456. Delivery Orders will be placed as requirements surface.

A.1.1 REQUIREMENTS:

The U.S. Army Contracting Command - Warren (DTA) is soliciting offers for the following item:

ITEM NAME...: M295 Decontamination Kit
 NSN.....: 6850-01-357-8456
 PART NUMBER.: EA-D-1754

A.1.2 QUANTITIES FOR ORDERING:

This Request for Proposal (RFP) will be awarded as an IDIQ contract with a three year term. The Minimum and Maximum quantities are as follows:

For CLIN 0011, CLIN 0012, CLIN 0013; M295 Decontamination Kit:

Minimum 3-Year Quantity: 5,607 Each
 Estimated 3-Year Quantity (for evaluation purposes only): 91,000 Each
 Maximum 3-Year Quantity: 113,750 Each

ONLY THE MINIMUM QUANTITY IS GUARANTEED.

A.1.3 RANGE PRICING:

The ordering ranges, as shown in Sections B, J and M, are provided solely for the purpose of establishing reasonable ranges of quantities against which to provide prices, and to establish ordering limitations in the event that orders beyond the guaranteed minimum are executed.

Provide range and ordering period pricing for CLINs 0011, 0012, 0013, using Attachment 0005 - Pricing Worksheet and input each unit price in range pricing provided in Section B.

Provide pricing for CLIN 0014 - First Article Test using Attachment 0005 - Pricing Worksheet and input the unit price in the space provided in Section B.

If multiple orders are placed within a 30 day time period, the quantities will be considered cumulative, and unit prices for the second order will be adjusted to apply the appropriate range prices for that quantity only.

A.1.4 ORDERING PERIOD:

ORDERING PERIOD (OP) 1: From Award Date - 364 Days After Contract Award
 ORDERING PERIOD (OP) 2: From 365 Days - 729 Days After Contract Award
 ORDERING PERIOD (OP) 3: From 730 Dates - 1,094 Days After Contract Award

A.1.5 UNIQUE ASPECTS OF THIS SOLICITATION:

1. This solicitation, W56HZV-14-R-0193, is for a 3-year, Firm-Fixed Price, IDIQ Contract. Under an IDIQ contract agreement, the U.S. Army Contract Command - Warren (DTA) guarantees to buy a minimum quantity of 5,607 each of the M295 Decontamination Kits, NSN: 6850-

Name of Offeror or Contractor:

01-357-8456, and may order additional quantities above the minimum if we require them. As described in clause 52.216-19 "Order Limitations", specified minimum and maximum quantities will apply to any single delivery order that we may issue under this contract.

2. This solicitation will be issued under the terms of FAR 6.1, Full and Open Competition, and will result in the award of a 3-year, Firm-Fixed Price, IDIQ Contract.

3. Adherence to Military Specifications and Standards applies to this procurement. See the Technical Data Package(TDP) and Special Packaging Instructions (SPI) link below for specific instructions.

<https://www.fbo.gov/fedteds/W56HZV14R0193>

4. Contractor performed First Article Test (FAT) is required and will be separately priced. See the TDP and Clause 52.209-3, First Article Approval -- Contractor Testing for specific information.

5. Production Lot Testing is required. See the TDP and Clause 52.246-4520 PRODUCTION LOT TESTING (CONFORMANCE INSPECTION - CONTRACTOR) for details.

6. Shelf life markings are required for the M295 Decontamination Kit. See clause 52.204-0005 PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE and Section C & D Narratives for details.

7. Mobility Inventory Control Account System (MICAS) Labeling is required for the M295 Decontamination Kits. See supplemental instructions located within the TDP Link <https://www.fbo.gov/fedteds/W56HZV14R0193>

8. Live Agent Testing Requirements By Certified Laboratory:

(a) Live Agent Testing is required for First Article. Specific Live Agent Testing is specified in the TDP. Live Agent Testing will be conducted only by a laboratory that has met the performance certification requirements specified within this document. Please see clause 52.246-4516, "Lab Performance Certification Requirements", in Section E of this document.

(b) The offeror has the option of having a commercial testing laboratory perform the Live Agent Testing (but subject to lab performance certification requirements), or contracting separately with the Edgewood Chemical Biological Center (ECBC) test laboratories. See section E, "Inclusion of Testing Costs" clause 52.246-4515 for additional information.

9. Testing Costs: Offerors are responsible for the inclusion of all testing costs. Please see clause 52.246-4515, "Inclusion of Testing Costs", in section E of this document.

A.1.6 NOTICE REGARDING FILL-INS:

Please note that this solicitation contains several clauses and provisions which require you to complete a fill-in or representation. If you do not complete these fill-ins, your offer may be determined ineligible for award. Please be careful to read and complete each such clause and provision.

A.1.7 REQUIRED NOTIFICATION TO SUBCONTRACTORS (IF USED):

The contractor shall advise all potential suppliers and subcontractors of the DO/DX Rating assigned to orders resulting from the subcontracts. The Rating can be found next to block 1 on the first line of the Standard Form 33 (SF 33).

A.1.8 NOTICE REGARDING CAGE CODES:

DFARS provision 252.204-7001 requires you to include your Commercial and Government Entity (CAGE) code in block 15A on page one of this solicitation, along with your name and address. If it will not fit in the space provided in block 15A please insert it here:

A.1.9 NOTICE REGARDING MARKINGS:

Please note that the requirements for bar-code and Military Shipping Labeling (MSL) apply to shipments made under the contract that will result from this solicitation. Please refer to the clause in Section D of this solicitation entitled, PACKAGING REQUIREMENTS, as well as the clause in Section F of this solicitation entitled, ITEM IDENTIFICATION AND VALUATION. You must consider the cost of such requirements when preparing your offer in response to this solicitation.

A.1.10 ACKNOWLEDGEMENT OF AMENDMENTS:

Please acknowledge any amendments to this solicitation at FAR clause 52.214-4000, ACKNOWLEDGEMENT OF AMENDMENTS, in Section A of this solicitation. Include the number and date of each amendment. Acknowledgement of all amendments received is important because failure to do so may make your offer ineligible for award.

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A.1.11 REQUIRED COPIES IN RESPONSE TO THIS SOLICITATION:

To be considered for award, you must return one signed original of your offer, completed and properly executed, by the time and date shown in Block 9 of the Standard Form 33 (SF33).

A.1.12 QUESTION/PROBLEM RESOLUTION:

Routine questions regarding this award should be directed to the buyer identified in Block 9A of the SF 33. For more serious concerns, please seek resolution with the contracting officer. Additional sources of information can be found in the following provisions: ARMY CONTRACTING COMMAND - WARREN (DTA) OMBUDSPERSON in Section A and HQ-AMC LEVEL PROTEST PROCEDURES in Section L.

A.1.13 INCONSISTENCIES BETWEEN THE ADMINISTRATIVE SUMMARY AND THE SOLICITATION:

This administrative summary has been prepared as an aid to you, the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. Any inconsistencies between this administrative summary and the solicitation will be resolved in favor of the specific requirements of the solicitation.

*** END OF NARRATIVE A0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.204-4016	WARREN ELECTRONIC CONTRACTING	MAR/2013

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<https://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

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

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the System for Award Management (SAM) at www.sam.gov (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).

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

https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV14R0193

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

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

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

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

(e) Note to offerors:

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

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

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

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

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards and modifications 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 in the base contract or contract modifications, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(g) If you have questions or need help using ProcNet, call our E-commerce Contracting Help Desk at (586) 282-7059, or send an email to usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at

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<http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx> to find a location near you.

End of Provision

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

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

[End of Provision]

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 in the box below:

	Amendment Number	Date	

[End of Provision]

A-4 52.214-4003 ALL OR NONE MAR/1998
 (TACOM)

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

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

[End of Provision]

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

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

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

Upon completion of the purposes for which Government Technical Data has been provided, you, your subcontractors, all your vendors and

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all sub-vendors, are required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed from you.

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

[End of clause]

A-6 52.242-4021 NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS NOV/2009
(TACOM)

Agencies other than TACOM, such as Defense Logistics Agency (DLA), may also place delivery orders under this contract (or, as applicable, the contract that results from this solicitation). In that event, such agencies will administer those orders.

(END OF CLAUSE)

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE CONTRACT YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC.</p> <p>THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g 0014 (3 YEAR LONG TERM CONTRACT).</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p>FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p>SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>The information presented below applies to Item No. 0011 Through 0013:</p> <p>Minimum 3-Year Quantity: 5,607 EACH (This will be ordered at the time of the basic contract award).</p> <p>Maximum 3 Year Quantity: 113,750 EACH</p> <p>ONLY THE MINIMUM 3 YEAR QUANTITY IS GUARANTEED.</p> <p>NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH CONTRACT FACTORS BUILT IN.</p> <p>*****</p> <p>CAUTION: OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH DIRECTIONS</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0011	<p>IN THE TACOM-WARREN PROCUREMENT NETWORK WEBPAGE AT:</p> <p>HTTP://CONTRACTING.TACOM.ARMY.MIL/EBIDNOTICE.HTM</p> <p>ALL OFFERS MUST INCLUDE A SIGNED SF33/SF 1449 COVER SHEET.</p> <p>SEE PARAGRAPH (D) OF CLAUSE 52.204-4016, TACOM-WARREN ELECTRONIC CONTRACTING, OF THIS SOLICITATION FOR INSTRUCTION ON HOW TO SUBMIT YOUR OFFER.</p> <p>@@</p> <p>(End of narrative A001)</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 6850-01-357-8456 COMMODITY NAME: DECONTAMINATION KIT, M295 Mfr CAGE: 81361 Mfr Part Number: EA-D-1754</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>20000</td> <td>\$</td> </tr> <tr> <td>20001</td> <td>45000</td> <td>\$</td> </tr> <tr> <td>45001</td> <td>67284</td> <td>\$</td> </tr> </tbody> </table> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDPL 20140196 DATE: 25-MAR-2014</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	FROM	TO	UNIT PRICE	1	20000	\$	20001	45000	\$	45001	67284	\$	EST 67000	EA	See Range Pricing	\$ _____
FROM	TO	UNIT PRICE															
1	20000	\$															
20001	45000	\$															
45001	67284	\$															

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-R-0193 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0012	<p><u>SECOND ORDERING YEAR</u></p> <p>NSN: 6850-01-357-8456 COMMODITY NAME: DECONTAMINATING KIT, M295 Mfr CAGE: 81361 Mfr Part Number: EA-D-1754</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0"> <thead> <tr> <th><u>FROM</u></th> <th><u>TO</u></th> <th><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>20000</td> <td>\$</td> </tr> <tr> <td>20001</td> <td>45000</td> <td>\$</td> </tr> <tr> <td>450001</td> <td>67284</td> <td>\$</td> </tr> </tbody> </table> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDPL 20140196 DATE: 25-MAR-2014</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	20000	\$	20001	45000	\$	450001	67284	\$	EST 12000	EA	See Range Pricing	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>															
1	20000	\$															
20001	45000	\$															
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0013	<p><u>THIRD ORDERING YEAR</u></p> <p>NSN: 6850-01-357-8456 COMMODITY NAME: DECONTAMINATING KIT, M295 Mfr CAGE: 81361 Mfr Part Number: EA-D-1754</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0"> <thead> <tr> <th><u>FROM</u></th> <th><u>TO</u></th> <th><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>20000</td> <td>\$</td> </tr> <tr> <td>20001</td> <td>45000</td> <td>\$</td> </tr> <tr> <td>45001</td> <td>67284</td> <td>\$</td> </tr> </tbody> </table> <p><u>Description/Specs./Work Statement</u></p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	20000	\$	20001	45000	\$	45001	67284	\$	EST 12000	EA	See Range Pricing	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>															
1	20000	\$															
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45001	67284	\$															

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	<p>TOP DRAWING NR: TDPL 20140196 DATE: 25-MAR-2014</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>FIRST ARTICLE TEST- SEPARATELY PRICED</u></p> <p>NSN: 6850-01-357-8456 COMMODITY NAME: DECONTAMINATING KIT, M295</p> <p>FIRST ARTICLE TEST (FAT) AND REPORT PURSUANT TO THE REQUIREMENTS OF THE CLAUSE ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING" IN SECTIONS E-4, I-93, AND CDRL 004.</p> <p>DELIVERY OF REPORT: 150 DAYS AFTER AWARD</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 150</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00006) SEE FIRST ARTICLE TEST CLAUSE FOR DISTRIBUTION</p>	1	EA	\$ _____	\$ _____

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 PIIN/SIIN W56HZV-14-R-0193 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	<u>DATA ITEMS FOR M295 DECON KIT</u>				
A001	<p><u>ENGINEERING CHANGE PROPOSAL (ECP)</u></p> <p>COMMODITY NAME: DECONTAMINATING KIT, M295 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This ELIN is in accordance with CDRL, DD FORM 1423, Data Item Number A001.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>	1	EA	\$ ** NSP **	\$ ** NSP **
A002	<p><u>REQUEST FOR VARIANCE (RFV)</u></p> <p>COMMODITY NAME: DECONTAMINATING KIT, M295 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This ELIN is in accordance with CDRL, DD FORM 1423, Data Item Number A002.</p> <p>(End of narrative B001)</p>	1	EA	\$ ** NSP **	\$ ** NSP **

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 PIIN/SIIN W56HZV-14-R-0193 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>COMMODITY NAME: DECONTAMINATING KIT, M295 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This ELIN is in accordance with CDRL, DD FORM 1423, Data Item Number A004.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>				
A005	<p><u>PRODUCTION LOT ACCEPTANCE TEST REPORT</u></p> <p>COMMODITY NAME: DECONTAMINATING KIT, M295 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This ELIN is in accordance with CDRL, DD FORM 1423, Data Item Number A005.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL</p>	1	EA	\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A006	<p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3</p> <p>DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p> <p>CERTIFICATE OF COMPLIANCE (COC)</p> <p>COMMODITY NAME: DECONTAMINATING KIT, M295 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This ELIN is in accordance with CDRL, DD FORM 1423, Data Item Number A006.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3</p> <p>DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>	1	EA	\$ ** NSP **	\$ ** NSP **
A007	<p>QUALITY PROGRAM PLAN (QPP)</p> <p>COMMODITY NAME: DECONTAMINATING KIT, M295 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This ELIN is in accordance with CDRL, DD FORM 1423, Data Item Number A007.</p>	1	EA	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A009	<p><u>REPORT OF SHIPPING AND PACKAGING DISCREPANCY</u></p> <p>COMMODITY NAME: DECONTAMINATING KIT, M295 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This ELIN is in accordance with CDRL, DD FORM 1423, Data Item Number A009.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>	1	EA	\$ ** NSP **	\$ ** NSP **
A010	<p><u>GOVERNMENT FURNISHED MATERIAL (GFM)</u></p> <p>COMMODITY NAME: DECONTAMINATING KIT, M295 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This ELIN is in accordance with CDRL, DD FORM 1423, Data Item Number A010.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p>	1	EA	\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This ELIN is in accordance with CDRL, DD FORM 1423, Data Item Number A012.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>				
A013	<p><u>RECEIPT OF GOVERNMENT MATERIAL REPORT</u></p> <p>COMMODITY NAME: DECONTAMINATING KIT, M295 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This ELIN is in accordance with CDRL, DD FORM 1423, Data Item Number A013.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE</p>	1	EA	\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001	1 SEE DD FORM 1423 FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423				

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	SEP/2013

The contractor shall hold a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The Start of Work Meeting is to assure a clear and mutual understanding of the contract terms, conditions, line items, technical requirements and sequence of events needed for successful execution of the subject contract effort. The contractor shall participate with Government to arrange a schedule and agenda for the meeting.

The contractor shall at a minimum invite the Government contracting personnel (PCO/Contract Specialist). At the discretion of the PCO, other Government technical personnel (Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, Quality Assurance personnel, DCMA, etc.) may also be invited to the meeting. All Government invitees shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email. The contractor shall provide the Government with minutes of the Start of Work Meeting within 7 days after the meeting is held.

[End of Clause]

C-2	52.210-4501 TACOM (RI)	DRAWINGS/SPECIFICATIONS	MAR/2010
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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 20140196 , with revisions in effect as of 25 MARCH 2014 , are applicable to this procurement with the following exceptions:

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

TDP Link: <https://www.fbo.gov/fedteds/W56HZV14R0193>

(CS6100) (End of Clause)

C-3	52.211-4072	TECHNICAL DATA PACKAGE INFORMATION	MAY/2014
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The following Xd item applies to this solicitation:

- [] 1. There is no Technical Data Package (TDP) included with this solicitation.
[X] 2. The TDP for this solicitation resides within FedBizOpps (://www.fbo.gov), associated with this solicitation number, and can be accessed via this URL:

<https://www.fbo.gov/fedteds/W56HZV14R0193>

To access the data through FBO:

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

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

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

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

Click on documents and follow instructions provided. Processing time is estimated at six (6) to ten (10) weeks after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.

Name of Offeror or Contractor:

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

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

f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to [://www.fbo.gov/index](http://www.fbo.gov/index). The FBO helpdesk phone number is (866) 606-8220. Vendors are responsible for placing correct information in FBO.

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

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

[End of clause]

C-4 52.248-4500 CONFIGURATION MANAGEMENT DOCUMENTATION
TACOM (RI)

MAY/2013

- a. The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will affect a net life cycle cost), Notices of Revision (NORs), and Requests for Variance (RFVs) for the documents in this Technical Data Package (TDP). The contractor shall prepare these documents as required by the accompanying DD Form 1423, Contract Data Requirements List (CDRL).
- b. Any contractor seeking to permanently depart from a requirement as spelled out in the TDP or any other baseline documentation under Government control, may propose to do so by submitting an ECP or VECP in accordance with (IAW) 5.5.3 of MIL-STD-3046. Both ECPs and VECPs shall be submitted to include NORs IAW 5.5.4 of MIL-STD-3046. The contractor shall not present any units incorporating any change to Government documentation until notified by the Government that the ECP or VECP has been approved and has been incorporated in the contract.
- c. Any contractor seeking to temporarily depart from a requirement as spelled out in the TDP or any other baseline documentation under Government control, may request to do so by submitting an RFV IAW 5.5.8 of MIL-STD-3046. The contractor shall not present any units incorporating any variance to Government documentation until notified by the Government that the RFV has been approved and has been incorporated in the contract.
- d. If the Government receives the same or substantially the same VECPs from two or more contractors, the contractor whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.
- e. 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.

(End of Clause)

C.1 Shelf Life

C.1.1 In accordance with DoD 4140.27-M and MIL-STD-129, an item shall have not less than 85 percent of shelf life remaining at time of receipt by the Government. Any part not having at least 85 percent shelf life remaining shall be considered non-conforming.

*** END OF NARRATIVE C0001 ***

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SECTION D - PACKAGING AND MARKING

D.1 Markings/Labeling:

D.1.1 Shelf life markings are required for this procurement and shall be applied in accordance with MIL-STD-129. The shelf life code is 9.

D.1.2 The shelf life markings shall include, as applicable: the Manufactured or Assembled or Cured Date: (mo/yr), and the Insp/Test Date (mo/yr). The Insp/Test Date date shall be 60 months in the future from the manufactured, cured, or assembled date.

D.1.3 Mobility Inventory Control Account System (MICAS) Labeling is required for this procurement. Please see the MICAS supplemental instructions document located within the TDP Link.

TDP Link: <https://www.fbo.gov/fedteds/W56HZV14R0193>

D.2 Numbering:

D.2.1 Lot numbering shall be required per MIL-STD-1168 using the ammunition format. Manufacturers shall contact usarmy.ria.ecbc.mbx.qa@mail.mil to obtain a unique manufacturer's identification symbol.

*** END OF NARRATIVE D0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1 52.211-4501 TACOM (RI)	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	DEC/2007

A. Military preservation, packing, and marking for the item identified above shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1, Revision D, Date 15 Dec 99 including Notice 1, dated 10 May 02 and the Special Packaging Instruction (SPI) contained in the TDP.

PRESERVATION: MILITARY
LEVEL OF PACKING: B
QUANTITY PER UNIT PACKAGE: 001
SPI NUMBER- P5-77-3201, REV. E, DATED 11 JULY 2013

B. 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 shall be a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

C. Marking: In addition to any special markings called out on the SPI;

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 2007 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 <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

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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. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO and ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate 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. Unless otherwise specified, 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 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:

PLACE A RED X AND THE WORDS SHORT BOX ON THE FRONT OF ANY BOX THAT HAS A SHORT QUANTITY, THEN PLACE THAT BOX/BOXES WITH THE MARKINGS SHOWING ON THE TOP FRONT OF THE PALLET LOAD.

(DS6419)

(End of Clause)

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

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

<u>Title</u>	<u>Number</u>	<u>Date</u>	<u>Tailoring</u>
Quality Management System ISO	9001	2008	Excluding paragraph 7.3

(End of Clause)

E-5	52.209-4512 TACOM (RI)	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2008
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a. The first article shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be copy furnished to the Contracting Officer: Major Eric Pena, eric.c.pena.mil@mail.mil.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article

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testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(ES6026)

(End of Clause)

E-6 52.209-4514 FIRST ARTICLE TESTING (CONTRACTOR) UTILIZATION OF ECBC LAB (TSA) FEB/2009
 (ECBC-RI)

1. CLIN 0014AA, First Article Test has a requirement for First Article Testing.
2. The elements of First Article Testing (FAT) that can be performed by the Edgewood Chemical Biological Center (ECBC), Rock Island at the prices stated will be included as attachment A001- ECBC ISO COST ESTIMATE LETTER to the solicitation.

Prices are valid for 180 days after contract award.
 These prices shall be included in the total FAT price proposed.

3. These elements may not be all inclusive of the FAT Requirements as stated in the solicitation. It is the successful offerors responsibility to ensure that all FAT Requirements are met.
4. It is not a requirement of this solicitation to utilize the ECBC Rock Island Lab, but an option available to all interested offerors.
5. If it is determined that ECBC Test Laboratories, Rock Island, will be utilized for conducting any of the above testing, it is the successful contractors responsibility to contact the Chief, ECBC-RI Test Laboratory to establish a Test Service Agreement (TSA) for necessary ECBC testing support. See contact information below.

Point of Contact for the ECBC Rock Island Lab is below:

Chief, ECBC-RI Test Facility
 RDECOM-ECBC
 Building 131
 1 Rock Island Arsenal
 Rock Island, IL 61299-7390
 usarmy.ria.ecbc.mail.testfacility@mail.mil

6. The TSA will not be part of the resultant contract, but an independent agreement between the contractor and ECBC Rock Island. Payment to ECBC will be the responsibility of the successful offeror.
7. It is in the contractors best interest to contact the ECBC Test Lab as soon after contract award as possible to start the TSA process. Delay in contract performance due to failure to contact the lab and make arrangements in a timely manner is not an excusable delay.

A copy of the TSA form is provided as an attachment to help expedite the TSA process.

8. Contractor shall annotate below whether the ECBC Lab will be utilized for this requirement.

___ The ECBC Lab will be utilized for this requirement.

___ The ECBC Lab will not be utilized for this requirement.

(End of Clause]

E-7 52.245-4539 GOVERNMENT FURNISHED INSPECTION EQUIPMENT MAR/2001
 TACOM (RI)

- a. The Government designed Inspection Equipment listed as available clause 52.245-4577(TACOM) - Government Furnished Test Support Equipment, or other provision of this contract, will be furnished to the Contractor pursuant to the Government Property Clause in Section I of this contract. The equipment will be shipped transportation charges collect from the following location:

RIC: BL6
 W0L7 Bluegrass Army Depot (DODAAC W22PVJ)
 XU GEN SUP STORAGE PR CRP WHSE 2113

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Name of Offeror or Contractor:

431 Battlefield Memorial Highway
 Richmond, KY 40475-5070
 Attention: Greg Gaerke

b. The Contractor shall hereto indicate the facility and address to which the Government Furnished Property (GFP) should be shipped:

c. The contractor should preserve shipping containers when unpacking and retain such containers until the GFP is to be returned. Replacement of such shipping containers shall be at the contractor's expense.

d. After all equipment is in place and ready for operation and upon written request by the contractor, Government personnel will provide training at the contractor's plant on the use, calibration, and maintenance of Government furnished inspection equipment for contractor and Government personnel.

e. Within 30 calendar days after completion of delivery of all items on this contract, the contractor shall notify the Contracting Officer through the Administrative Contracting Officer that the Government owned inspection equipment and standards referenced in paragraph (a) above is in good condition and is available for disposition. The contractor is responsible for restoration of the items to useable condition, including calibration. Upon verification by a Government representative that the inspection equipment and standards are in useable condition and calibrated, the contractor shall prepare them for delivery in accordance with the best commercial practices. The cost of the preservation, packing, and shipping of the Inspection Equipment shall be borne by the Contractor. The contractor shall ship the inspection equipment and standards, with a DD FORM 1149, to -3-.

(ES6015)

(End of Clause)

E-8 52.245-4577 GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT NOV/2009
 TACOM (RI)

The Government will furnish the equipment, as listed in paragraph a below, to support First Article, Reliability, and/or Acceptance Tests. The cost of shipping the equipment to the Contractor's plant and return to the issuing agency, will be borne by the Government; except that the cost of preservation, packaging, and packing for return shipment shall be borne by the Contractor.

<u>a. Item Nomenclature</u>	<u>National Stock Number</u>	<u>Quantity</u>	<u>Cost Each</u>	<u>Unit of Issue</u>
1. Improved Chemical Agent Monitor (ICAM) with Tech Manual Estimated Weight: 9.7 pounds (Gross) Cube: 1,452.366 cubic inches	6665-01-357-8502	1	\$ 5,500.00	Each
2. Automatic Chemical Agent Alarm (ACADA) Estimated Weight: 26 pounds (Gross) Cube: 2,830.475 cubic inches	6665-01-438-6963	1	\$10,000.00	Each
3. M4/M4A1 Joint Chemical Agent Detector (JCAD) Estimated Weight: 12.6 pounds (Gross) Cube: 1.190 cubic inches	6665-01-586-6286	1	\$ 4,101.00	Each
4. M8 Chemical Agent Detector Paper Estimated Weight: 0.004 pounds (Gross) Cube: 0.138 cubic inches	6665-00-050-8529	1	\$ 1.19	Book
5. M9 Chemical Agent Detector Paper Estimated Weight: 0.46 pounds Cube Ft: 0.106 cubic feet	6665-01-226-5589	1 Box	\$ 7.56	Box

The Government will provide the following test equipment in accordance with PRF EA-D-1754G for equipment decontamination of Appendix C which includes the M295 (IEDK) and the following articles of individual equipment:

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Set 1:

6. CP Type II (14mil) gloves Estimated Weight: .02 pounds Cube: .012 cubic inches	8415-01-138-2498	5	\$ 16.39	Pair
7. M40A1 mask with 2nd skin Estimated Weight: 6.03 pounds Cube:.791 cubic inches	4240-01-370-3822	5	\$ 277.00	Each
8. Quick Doff Hood Estimated Weight: .61 pounds Cube:.047 cubic inches	4240-01-376-3152	5	\$ 20.86	Each
9. Kevlar Helmet Estimated Weight: 3.49 pounds Cube: .423 cubic inches	8470-01-092-7527	5	\$ 148.98	Each
10. Entrenching Tool, Hand Estimated Weight: 2.56 pounds Cube: .240 cubic inches	5120-01-476-7556	5	\$ 36.82	Each

Set 2:

11. M40 mask carrying case Estimated Weight: .85 pounds Cube: .127 cubic inches	4240-01-399-3349	5	\$ 16.63	Each
12. Standard Black Vinyl Over-boots Estimated Weight: 3.4 pounds Cube: .444 cubic inches	8415-01-317-3377	5	\$ 20.84	Pair
13. Enhanced Tactical Load Bearing Vest Estimated Weight: 2 pounds Cube: .328 cubic inches	8415-01-296-8878	5	\$ 48.97	Each
14. Canteen Estimated Weight: .36 pounds Cube:.074 cubic inches	8465-01-115-0026	5	\$ 5.56	Each
15. Ammo Pouch Estimated Weight: .39 pounds Cube: .0341 cubic inches	8465-00-001-6482	5	\$ 8.24	Each
16. First Aid Kit Estimated Weight: 2.2 pounds Cube: .088 cubic inches	6545-00-922-1200	5	\$ 47.38	Each

d. Items to be furnished by the Government shall be ordered from the Contracting Officer at TACOM Contracting Center, 6501 E. Eleven Mile Road, Warren, MI 48397-5000, ATTN: CCTA-ADT-C, not later than thirty (30) days prior to the desired delivery date.

e. The above items will be furnished on a loan basis and are intended for joint usage by the Contractor and the Government Representative to accomplish basic testing on this contract. The loaned items shall not be modified or altered in any manner, and shall be maintained and returned in as good condition as when loaned; fair wear and tear excepted.

f. When weapons are furnished, the Contractor shall take extraordinary precautions in safeguarding the items from theft or unauthorized use, and shall comply with physical security standards for sensitive items when required for the weapons by other provision of this contract. The Contractor shall also be responsible for cleaning and oiling the weapons at specified intervals and at the end of each day's firing, and for properly caring for the weapons when not in use.

g. The Contractor shall, within thirty (30) calendar days after Government acceptance of all items on this contract, provide an inventory list of all remaining Government furnished equipment to the Contracting Officer. Within forty-five (45) days after receipt of the inventory list, the Contracting Officer will provide the Contractor with disposition instructions.

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h. The above items shall be preserved, packaged, and packed by the Contractor at the Contractor's expense, in a manner to ensure safe arrival at the issuing agency, utilizing the same or equivalent container as originally provided.

i. The foregoing requirements are in addition to any requirements placed upon the Contractor by the applicable Government Property clause in Section I of this contract.

(ES6551) (End of Clause)

E-9 52.246-4053 USE OF MIL-STD 1916 MAR/2001
TACOM (LOCAL)

a. The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD 1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be II for major characteristics and I for minor characteristics.

b. MIL-STD HDBK-1916 provides guidance on the use of MIL-STD 1916. This handbook is not contractually binding.

E-10 52.246-4520 PRODUCTION LOT TESTING (CONFORMANCE INSPECTION - CONTRACTOR) SEP/2012

(a) The Contractor shall conduct production lot testing (PLT) for each production lot to be tendered to the Government for acceptance.

(b) The samples shall be selected, examined, and tested in accordance with section 4.3 of PRF EA-D--1754G.

PLEASE NOTE - ADDITIONAL PRODUCTION LOT TESTING INSTRUCTIONS ARE LOCATED WITHIN THE TDP LINK. SEE ATTACHEMENT "FIRST ARTICLE TEST & PRODUCTION LOT TESTING SUPPLEMENTAL INSTRUCTIONS"

<https://www.fbo.gov/fedteds/W56HZV14R0193>

(c) The samples shall be randomly selected from the entire lot by, or in the presence of, the Government Quality Assurance Representative (QAR). The Contractor shall notify the QAR in writing at least five (5) workdays in advance, when the lot is ready for sample selection. The Contractor shall inspect production lots for conformance to the contracts requirements prior to selecting PLT samples. Unless otherwise authorized by the Contracting Officer, test samples shall not be submitted pursuant to this provision where the Contractor has determined that the lot does not conform to all contract requirements.

(d) Within 10 days of completing PLT on any given lot, the Contractor shall deliver to the Government a report that documents whether production lots conform to PLT requirements. The PLT report shall verify whether all required inspections and tests have been completed successfully. The report shall be submitted to the Government in accordance with CDRL in Section J.

(e) Within 30 workdays after receipt of the PLT report by the government, the government will notify the Contractor in writing whether the specific lot has been approved, conditionally approved, or rejected. The Contractor shall maintain PLT report(s) for a period of two years after contract expiration, during which time they shall be available for Government review.

(f) If the PLT sample fails to meet any contractual requirement, the lot from which the test samples were drawn shall be rejected by the Government. In that event, the Contractor shall take immediate corrective action at no increase in the contract price, and shall submit an additional PLT sample (from the reworked lot or from a new lot) for inspection. Corrective action shall apply to all items including, if applicable, basic items, repair parts, and in-process or final assembly items produced or in production since the last successful production lot test.

(g) PLT samples not consumed or destroyed in testing may be delivered as part of the production quantities due under the contract.

(End of clause)

E-11 52.211-4029 INTERCHANGEABILITY OF COMPONENTS MAY/1994
(TACOM)

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under

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Government design control.

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

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

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

[End of clause]

E-12 (52.246-4006) INSPECTION POINT: ORIGIN; ACCEPTANCE POINT: DESTINATION FEB/1995
(TACOM)

The Government's inspection of the FIRST ARTICLE TEST offered under this order shall take place at ORIGIN. The Government's acceptance of the FIRST ARTICLE TEST offered under this order shall take place at DESTINATION. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection.

Contractor's Plant: _____
(Name and Address)

Subcontractor's Plant: _____
(Name and Address)

[End of Clause]

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

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

INSPECTION POINT:
(Name) (CAGE)
(Address) (City) (State) Zip)

ACCEPTANCE POINT:
(Name) (CAGE)
(Address) (City) (State) (Zip)

[End of Clause]

E-14 52.246-4503 ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL JAN/1999
TACOM (RI) PROCESS CONTROL (SPC))

(a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirements cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no guarantee such requests will be accepted.

(b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or

Name of Offeror or Contractor:

disapproval. Such requests shall include:

- (1) Identification of the specific inspections and tests to be reduced or eliminated.
- (2) A description of your prevention based program. This should include such topics as a training program and the performance of audits.
- (3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.
- (4) The results of a process performance study, and if available, the results of a process capability study.
- (5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:
 - (i) The process is in a state of statistical control using SPC control chart methods.
 - (ii) Variable data: for Critical characteristics a CPK \geq 2.00 (or equivalent capability) is achieved; for Major characteristics a CPK \geq 1.33 (or equivalent capability) is achieved.
 - (iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major Characteristics a process average of 99.9937% of the product conforming to the specification.
- (c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time to evaluate the alternate procedure, the Contracting Officer shall notify the contractor in writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted procedure must be incorporated by contract modification. If the alternate procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.
- (d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above will be handled in accordance with the Changes clause of this contract.
- (e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements herein, including lot acceptance inspection and testing.

(ES7019)

(End of Clause)

E-15

52.246-4515
(FCBC-RI)

INCLUSION OF TESTING COSTS

AUG/2014

1. All test costs associated with the performance of this contract shall be borne by the contractor and shall be part of the overall unit cost of the item(s) to be delivered under this contract.
2. These costs shall include, but are not limited to:
 - (a) First Article Test (FAT).
 - (b) All pre-production material evaluations.
 - (c) All production lot acceptance inspection/test costs required to be performed or directed by government documents, contract clauses, drawing, specification or publications used to determine material compliance or suitability for use in this contract.
 - (d) All transportation and/or shipping costs associated with the performance of FA tests and/or production lot testing/acceptance inspection.
 - (e) All inspections and tests performed by government or commercial test laboratories.
3. Testing that cannot be performed by a commercial testing laboratory because it involves actual chemical agents or simulant, and/or unique equipment may be contracted with the Edgewood Chemical Biological Center (ECBC) Test Laboratories, Aberdeen Proving Grounds, MD. A test service agreement (TSA) will be established for this testing. It is the responsibility of the contractor to contact the ECBC Testing Laboratories for a cost estimate of the testing, which will be included in the contractor's proposed unit price.
4. Contacts for obtaining cost estimates for agent or simulant and physical testing or chemical agent testing are as follows:

Name of Offeror or Contractor:

For agent or simulant and physical testing:

Chief
Test, Reliability & Evaluation Branch
Edgewood Chemical Biological Center
ATTN: RDCB-DET-T
5183 Blackhawk Road
APG, MD 21010-5424
Phone: DSN 584-2329
Commercial: (410) 436-2329
Fax: (410) 436-4804
Email: usarmy.APG.ecbc.list.test-reliability-eval-branch@mail.mil

And/or:

For chemical agent testing:

Chief
Protective Equipment Test Branch
Edgewood Chemical Biological Center
ATTN: RDCB-DET-P
5183 Blackhawk Road
APG, MD 21010-5424
Phone: DSN 584-2772
Commercial: (410) 436-2772
Fax: (410) 436-3003
Email: usarmy.APG.ecbc.list.petb@mail.mil

5. If it is determined that Edgewood Chemical Biological Center (ECBC) Test Laboratories, Aberdeen Proving Grounds (APG), MD, will be utilized for conducting any of the above testing, it is the successful contractors responsibility to contact:

Email: usarmy.APG.ecbc.mbx.technical-outreach@mail.mil
Technical Industrial Liaison Officer
Edgewood Chemical Biological Center
5183 Blackhawk Road
Building E3330
Aberdeen Proving Ground, MD 21010-5424

To establish a TSA for necessary ECBC testing support. It is in the contractors best interest to contact the Technical Industrial Liaison Officer as soon after contract award as possible to start the TSA process. Delay in contract performance due to failure to do so in a timely manner is not an excusable delay.

(End of clause)

E-16 52.246-4516 LAB PERFORMANCE CERTIFICATION REQUIREMENTS
(ECBC-RI)

NOV/2006

For contracts requiring Agent/Simulant testing, the Contractor is not to commence any testing until the Performance Certification requirements have been met. A Performance Certification shall be required for each national stock number (NSN) or non-NSN that requires Agent/Simulant testing on the contract. Performance Certification on the lab facility will be valid for up to 365 days from the date of approval. At the expiration of the Performance Certification, or if another NSN is awarded, a new Performance Certification is required. The Contractor is required to follow these steps to receive a Performance Certification:

1. Complete/fill out Certification Testing Log Sheet. To obtain a copy of Certification Testing Log Sheet, please request a copy from: usarmy.RIA.ecbc.mbx.labcerts@mail.mil.
2. Send completed Testing Log Sheet within 30 days of award of contract/delivery order/option/add-on to the contract, to Edgewood Chemical Biological Center-Rock Island, RDCB-DES-Q, ATTN: Qualification Procedure Team Lead; by FAX to 309-782-1919, or email to: usarmy.RIA.ecbc.mbx.labcerts@mail.mil.
3. After receiving the completed Testing Log Sheet, a Quality Assurance Representative will schedule a visit to the testing facility within 15 calendar days of receipt of the documentation for the initial award of each NSN OR non-NSN that requires Agent/Simulant

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testing on the contract, and each year thereafter, if required.

4. The Quality Assurance Representative will verify or complete the following regarding the Performance Certification requirements, but is not limited to:

- a. Ensure the testing facility has the appropriate tech data packages or performance specification as required by the contract.
- b. Type of Agent/purity level 90% or above is recommended
- c. Test equipment (calibration methods/standards)
- e. Testing Processes/Procedures/Work Instructions
- f. Technical documentation, including drawings, specifications, handbooks, manuals, and other technical publications
- g. Training qualifications (records) to conduct test

5. The Government will notify the Contractor within 5 days of the visit as to whether the Performance Certification requirement has been met or not. If the performance certification requirement has been met, a lab Performance Certification letter and certificate will be issued, authorizing the testing facility to conduct testing. The Contractor may commence the required testing upon authorization.

(ES7021)

(End of Provision)

E-17 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994
TACOM RI

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(ES7012)

(End of Clause)

E-18 52.246-4532 DESTRUCTIVE TESTING MAY/1994
TACOM RI

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the

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Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(ES7011)

(End of Clause)

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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	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-7	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-8	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	DEC/2013

(a) Definitions. As used in this clause

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

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

"Government's unit acquisition cost" means

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

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

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

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

Contract Line,	
Subline, or	
Exhibit Line Item Number	Item Description

N/A

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

Contract Line,	
Subline, or	
Exhibit Line Item Number	Item Description

N/A

Name of Offeror or Contractor:

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

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number N/A.

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

Name of Offeror or Contractor:

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

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

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

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

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

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

** Once per item.

Name of Offeror or Contractor:

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

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

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number N/A, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

F-9 52.242-4457 DELIVERY SCHEDULE FOR DELIVERY ORDERS SEP/2008
(TACOM)

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

(c) The Government requires deliveries according to the following schedule on all orders:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

(i) If FAT is required, start deliveries 240 days after the delivery order date; or

(ii) If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first delivery order, start deliveries N/A days after delivery order date.

(iii) You will deliver 1,000 units every thirty days.

(d) Accelerated delivery schedule IS acceptable on first 1,000 units only. Subsequent deliveries shall follow the delivery schedule outlined in Section B of the delivery order.

(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) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

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

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Name of Offeror or Contractor:

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

[End of clause]

F-10 52.247-4456 LONG TERM CONTRACTS - FOB DESTINATION OCT/1999
 (TACOM)

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

100% to Blue Grass Army Depot

XU W0L7 BLUE GRASS ARMY DEPOT
 XU GEN SUP STORAGE PT CRP WHSE 211
 431 BATTLEFIELD MEMORIAL HIGHWAY
 RICHMOND, KY, 40475-5070

(End of Clause)

F-11 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-12 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009
 (TACOM) ADDRESSES

Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25GIU	Transportation Officer Defense Dist Depot Susquehanna	Transportation Officer Defense Dist Depot Susquehanna	Transportation Officer Defense Dist Depot Susquehanna

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Name of Offeror or Contractor:

New Cumberland, PA

New Cumberland, PA

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

***SPLC indicates Standard Point Locator Code.

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

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

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

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

[End of Clause]

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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G-1	252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013
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(a) Definitions. As used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

*Provided at time of award

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

*Provided at time of award

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	*Provided at time of award
Issue By DoDAAC	*Provided at time of award
Admin DoDAAC	*Provided at time of award
Inspect By DoDAAC	*Provided at time of award
Ship To Code	*Provided at time of award
Ship From Code	*Provided at time of award
Mark For Code	*Provided at time of award
Service Approver (DoDAAC)	*Provided at time of award
Service Acceptor (DoDAAC)	*Provided at time of award
Accept at Other DoDAAC	*Provided at time of award
LPO DoDAAC	*Provided at time of award
DCAA Auditor DoDAAC	*Provided at time of award
Other DoDAAC(s)	*Provided at time of award

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(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

*Provided at time of award

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

*Provided at time of award

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

G-2	252.204-0005	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE	SEP/2009
	(DFARS PGI)	(DFAS) - Line Item Specific: by Cancellation Date	

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

[End of Clause]

G-3	52.232-4087	PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)	AUG/2012
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To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

 For ALL shelf-life items and those that require serial numbers, contractors shall include the Manufacturers Contract and Lot Number information, Date of Manufacture or Cure, Assembly or Package Date (mo/yr), and Inspect/Test Date (mo/yr) in the description field in WAWF.

The document type the contractor shall use is as follows:

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

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[End of Clause]

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Government Furnished Property/Material (GFP/GFM):

H.1.1 The Government will provide the contractor Government Furnished Property/Material listed in clause 52.245-4577 GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT.

H.1.2 The Government will provide the contractor one(1) M295 Training Manual NSN:6850-01-357-8456 per M295 Decontamination Kit.

H.1.2 The contractor shall follow the Government Furnished Property and Government Furnished Material Accountability Instructions provided in the Attachments 0003 CONTRACTOR ACCOUNTABILITY INSTRUCTIONS- GOVERNMENT FURNISHED PROPERTY and 0004 CONTRACTOR ACCOUNTABILITY INSTRUCTIONS - GOVERNMENT FURNISHED MATERIAL.

*** END OF NARRATIVE H0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
H-2	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	AUG/2012

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

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

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

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

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

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

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

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

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

H-3	52.245-4500 ARDEC-RI	DEMILITARIZATION AND TRADE SECURITY CONTROL REQUIREMENTS AND PROCEDURES	OCT/2011
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Name of Offeror or Contractor:

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.

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 are contained in the DoDM 4160.28-M-V1, V2, and V3, Defense Demilitarization Manuals (hereinafter referred to as Demil Manual, available at <http://www.dtic.mil/whs/directives/corres/publ.html>). 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 Manual and the Demil and/or TSC Clause herein, the Demil 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/offers 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 DoDM 4160.28-M-V1, V2 and V3, Demil 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.

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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 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 DoDM 4160.28-M-V1, V3 and V3, Demil Manual.

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 be forwarded to the PCO to 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

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for demil waivers must be submitted in writing through the PCO and the Army's 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 WAWF submittal 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.

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 the WebFLIS Web site http://www.dlis.dla.mil/WebFlis/pub/pub_search.aspx. This displays the Federal Logistics Information System WebFLIS Public Inquire.
2. Enter NIIN or NSN and click on "Go". This page displays the demilitarization code under the icon "DMIL". Make note of the assigned demilitarization code.
3. Click on the icon "DMIL" provided on this Web site. Print these demilitarization code 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. Match the demilitarization code with its definition. Demilitarize excess property in accordance with the demilitarization code definition.
- 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.

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 DoDM 4160.28-M-V1, V2 and V3, Demil 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 DoDM 4160.28-M-V1, V2 and V3, Demil Manual.

Option 3:

The Contractor returns excess GFE to the Government's control for disposal and the Government ensures adequate disposal occurs per DoDM 4160.28-M-V1, V2 and V3, Demil 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
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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
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

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(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	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	MAY/2014
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-11	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-12	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	NOV/2014
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-14	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-15	52.210-1	MARKET RESEARCH	APR/2011
I-16	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-17	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-18	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-19	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-20	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-21	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-22	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-23	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-24	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2014
I-25	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-26	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-27	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
I-28	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000	MAY/2014
I-29	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-30	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-31	52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL/2014
I-32	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-33	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-34	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-35	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-36	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-37	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-38	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-39	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-40	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-41	52.232-1	PAYMENTS	APR/1984
I-42	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-43	52.232-11	EXTRAS	APR/1984
I-44	52.232-17	INTEREST	MAY/2014
I-45	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-46	52.232-25	PROMPT PAYMENT	JUL/2013
I-47	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-48	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-49	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-50	52.233-1	DISPUTES	MAY/2014
I-51	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-52	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-53	52.242-13	BANKRUPTCY	JUL/1995
I-54	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-55	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-56	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	OCT/2014

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I-57	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-58	52.245-9	USE AND CHARGES	APR/2012
I-59	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-60	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-61	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-62	52.248-1	VALUE ENGINEERING	OCT/2010
I-63	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-64	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-65	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-66	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-67	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-68	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-69	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-70	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-71	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-72	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-73	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
I-74	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-75	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
I-76	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-77	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2014
I-78	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-79	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-80	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-81	252.225-7013	DUTY-FREE ENTRY	NOV/2014
I-82	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-83	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-84	252.225-7021	TRADE AGREEMENTS--BASIC	NOV/2014
I-85	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-86	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-87	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-88	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-89	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
I-90	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-91	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-92	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-93	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-94	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-95	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-96	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-97	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-98	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-99	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-100	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-101	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-102	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-103	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	APR/2014
I-104	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989

(a) The First Article sample shall be submitted to perform the First Article requirements of TDPL specifically; EA-D-2166E (DECONTAMINATING AGENT, SORBENT POWDER) dated 24 March 2014, Table V, and Performance Specification PRF EA-D-1754G (DECONTAMINATION KITS, INDIVIDUAL EQUIPMENT, M295) dated 24 June 2013, Table III, and all specifications, standards, and drawings, as modified by Section C-Engineering Exceptions of the TDPL for Decontamination Kits.

Live Agent Testing Required on both Sorbent and M295.

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PLEASE NOTE - ADDITIONAL FIRST ARTICLE TEST INSTRUCTIONS ARE LOCATED WITHIN THE TDP LINK. SEE ATTACHEMENT "FIRST ARTICLE TEST & PRODUCTION LOT TESTING SUPPLEMENTAL INSTRUCTIONS"

<https://www.fbo.gov/fedteds/W56HZV14R0193>

At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, Major Eric Pena at eric.c.pena.mil@mail.mil and the Quality Assurance Specialist, Leslie Wells at leslie.l.wells1.civ@mail.mil in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 150 calendar days from the date of this contract to the Contracting Officer, marked First Article Test Report: Contract No. _____, Lot/Item No. _____. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

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

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

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

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

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

(End of Clause)

I-105 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 5,607 each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 67,000;

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(2) Any order for a combination of items in excess of 67,000; or

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

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

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

(End of Clause)

I-106 52.216-22 INDEFINITE QUANTITY OCT/1995

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after four and one half (4 1/2) years after contract award.

(End of Clause)

I-107 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) DEC/2012

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

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

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

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

N/A

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

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

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

(2) Is performed entirely outside the United States.

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(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

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

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

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

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

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

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

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(2) An internal control system.

(i) The Contractors internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

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

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

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(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

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

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-110

52.215-19

NOTIFICATION OF OWNERSHIP CHANGES

OCT/1997

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

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

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

(b) The Contractor shall --

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

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

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

Name of Offeror or Contractor:

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-111 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS OCT/2014

(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns

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that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

I-112 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

JUL/2013

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

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

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

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

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

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

(3) For long-term contracts

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

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

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

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(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause 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 SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

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

(End of clause)

I-113 52.219-9 (DEV SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) (AUG OCT/2001
2013-00014) 2013) -- ALTERNATE II (OCT 2001)

(a) This clause does not apply to small business concerns.

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

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offerors fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offerors planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a

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subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offerors subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANCs or the Indian tribes written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offerors total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service,

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the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offerors subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
- (iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
- (v) Provide its prime contract number, its DUNS number, and the e-mail address of the offerors official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and
- (vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractors official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offerors efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

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(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the programs requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractors lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractors subcontracting plan.

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(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offerors planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(1) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

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(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

I-114 52.222-35 EQUAL OPPORTUNITY FOR VETERANS
(a) Definitions. As used in this clause--

JUL/2014

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

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

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

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(End of clause)

I-115 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES JUL/2014

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-116 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 Government's rights in data furnished under this contract with respect to hazardous material are as follows:

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

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

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

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

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in

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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-117 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

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

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

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

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

Warning

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

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

(End of Clause)

I-118 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-119 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-120 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL DEC/1991

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy

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ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known, of the deliverable item requiring precious metals.

Precious Metal*	Quantity	Deliverable Item (NSN and Nomenclature)

*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

(End of clause)

I-121	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEVIATION 2013-00014)	AUG/2013
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This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

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

"Historically black colleges and universities," means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

"Summary Subcontract Report (SSR) Coordinator," means the individual who is registered in eSRS at the Department of Defense (9700).

(b) Except for company or division-wide commercial items subcontracting plans, the term small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

- (1) It is performed on Indian lands or in joint venture with an Indian Tribe or a Tribally-owned corporation, and
- (2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractors small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

- (1) Protege firms which are qualified organizations employing the severely disabled; and

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

(End of clause)

I-123 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

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

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

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

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

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

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

[End of Clause]

I-124 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

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

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

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

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

or

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

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

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA LIST, DD FORM 1423	24-APR-2014	010	DATA
Attachment 0001	ECBC ISO COST ESTIMATE LETTER		001	DATA
Attachment 0002	ADDRESS CODE DISTRIBUTION		001	DATA
Attachment 0003	CONTRACTOR ACCOUNTABILITY INSTRUCTIONS- GOVERNMENT FURNISHED PROPERTY		001	DATA
Attachment 0004	CONTRACTOR ACCOUNTABILITY INSTRUCTIONS- GOVERNMENT FURNISHED MATERIAL		001	DATA
Attachment 0005	PRICING WORKSHEET		001	ELECTRONIC IMAGE
<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>		
J-1	52.204-4500 TACOM (RI) ADDITIONAL ATTACHMENTS			FEB/2012

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

Title / Number of Pages

Instructions and Address Code Distribution (ARDEC or Chem-Bio)

See <http://contracting.tacom.army.mil/engr/engrchange.htm>

1 Pg

Address List ACC-Warren(DTA) and DLA Land Warren

1 Pg

Data Delivery Description Engineering Change Proposal

9 Pgs

Data Delivery Description Notice of Revision

2 Pgs

Data Delivery Description Request for Deviation

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	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	DEC/2012
K-3	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-4	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-5	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	NOV/2014

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 325998 .

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(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 CorporationsRepresentation. 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 PerformanceSealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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(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 USDAdesignated 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, EPAdesignated items.

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

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

(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 \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

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

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

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

___ (iv) 52.222-52, Exemption from Application of the Service

Name of Offeror or Contractor:

in Spain.

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

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

- (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- (ii) 252.225-7000, Buy AmericanBalance of Payments Program Certificate.
- (iii) 252.225-7020, Trade Agreements Certificate.
- Use with Alternate I.
- (iv) 252.225-7031, Secondary Arab Boycott of Israel.
- (v) 252.225-7035, Buy AmericanFree Trade AgreementsBalance 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 SAM website at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

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

(End of provision)

K-7 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) OCT/2014

(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 (c)(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)

Name of Offeror or Contractor:

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 JUL/2013

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

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

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

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

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

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

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

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

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Name of Offeror or Contractor:

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management 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;
- (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.

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Name of Offeror or Contractor:

(End of provision)

K-11 252.209-7994 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX OCT/2013
(DEV 2014- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR
00004) 2014 APPROPRIATIONS (DEV 2014-00004)

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) 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; or

(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-12 252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX JAN/2012
(DEV 2012- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION
00004) 2012-00004)

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

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

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

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and 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-13 252.225-7020 TRADE AGREEMENTS CERTIFICATE--BASIC NOV/2014

CONTINUATION SHEET

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Name of Offeror or Contractor:

(a) Definitions. Designated country end product, nondesignated country end product, qualifying country end product, and U.S.-made end product as used in this provision have the meanings given in the Trade Agreements--Basic clause of this solicitation.

(b) Evaluation. The Government

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Governments requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements--Basic clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number)	(Country of Origin)
_____	_____
_____	_____

(End of provision)

K-14	52.215-4005	MINIMUM ACCEPTANCE PERIOD	OCT/1985
	(TACOM)		

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

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

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

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

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

[End of Provision]

K-15	52.215-4010	AUTHORIZED NEGOTIATORS	MAR/2013
	(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

NAME: _____

TITLE: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

NAME: _____

TITLE: _____

Name of Offeror or Contractor: _____

TELEPHONE NUMBER: _____
 EMAIL ADDRESS: _____

[End of Provision]

K-16 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES OCT/2008
 (TACOM)

(a) Definitions.

(1) Class I and Class II Ozone-Depleting Substances (ODS) 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 Class I and Class II ODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I ODS in performance of the contract.

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

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

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

[End of Provision]

K-17 52.225-4003 IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED MAR/1990
 (TACOM) KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION

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

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

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

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

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

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

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL/2013
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
L-5	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-6	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT/2009
L-7	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-8	252.215-7008	ONLY ONE OFFER	OCT/2013
L-9	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2010
L-10	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

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

(End of Provision)

L-11	52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE III (OCT 1997)	OCT/1997
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(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

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

(ii) Commercial item exception. For a commercial item exception, 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 --

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

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

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

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

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

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and

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

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

(c) Submit the cost portion of the proposal via the following electronic media: Details on Acceptable Electronic Format can be found at <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(End of clause)

L-12 52.216-1 TYPE OF CONTRACT APR/1984

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

L-13 52.233-2 SERVICE OF PROTEST SEP/2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (Army Contracting Command Warren - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Warren, MI 48397-5000).

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

(End of Provision)

L-14 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 AUG/1998

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

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

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

(End of Provision)

L-15 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) MAY/2014

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

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

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

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

(End of Provision)

L-16 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

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

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

L-17 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

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

(End of clause)

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

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

(b) Definitions:

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

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

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

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

Name of Offeror or Contractor:

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

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

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

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

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

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

[End of Provision]

L-19 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES MAY/2011
(TACOM) (NON-US POSTAL SERVICE MAIL)

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

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

U.S. Army Contracting Command - Warren
Bid Room, Bldg 231, Mail Stop 303
6501 East 11 Mile Road
Warren, MI 48397-5000

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

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

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

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

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

[End of Provision]

L-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

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

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

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

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

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

[End of provision]

L-22 52.219-4005 SUBMISSION OF SUBCONTRACTING PLAN MAY/2012

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires offerors that are other than small business to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) The offeror may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request, the copy shall be submitted to the buyer email address listed on the face page of the solicitation within five (5) workdays of the date of the request.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.

(End of Provision)

(End of Clause)

L-23 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES OCT/2013

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Complete AMC Protest Procedures can be found at: <http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

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

[End of Provision]

L-24	52.245-4002 (TACOM)	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING	MAR/1996
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(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

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

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

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

[End of Provision]

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SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES--EVALUATION OF OFFERS	APR/2003
M-2	52.216-4216 (TACOM)	EVALUATION CRITERIA FOR RANGE PRICING	MAY/2005

a. The total evaluated price will include the following:

1. Basic CLINs 0011 through 0013
2. Option CLIN: N/A
3. Transportation costs if FOB Origin
4. FAT costs, if applicable

b. For CLINs with range pricing, the Government will calculate a weighted average unit price for each CLIN by multiplying the unit prices proposed for each quantity range by the below weighting percentages. The total evaluated price of each such CLIN will be based on multiplying the weighted average unit price by the estimated yearly CLIN quantities specified in Section B of this solicitation.

Item: M295 Decontamination Kit; NSN: 6850-01-357-8456; CLINs 0011, 0012, and 0013

Quantity Range	Weighting Applied to Unit Price
From 1 to 20,000	50%
From 20,001 to 45,000	15%
From 45,001 to 67,284	35%
	Total 100%

Offerors should note that the pricing of all offers will be carefully reviewed to detect offers that are unbalanced from range to range (i.e. one or more ranges have pricing that is significantly over or understated as indicated by the application of cost or price analysis techniques). Unbalanced offers may be determined unacceptable. See FAR 15.404-1(g) for more information on unbalanced offers.

[End of Clause]

M-3	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001
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(a) We'll award a contract to the offeror that:

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

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

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

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

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

[End of Provision]

M-4	52.216-4006 (TACOM)	METHOD OF PRICE EVALUATION	NOV/2007
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Name of Offeror or Contractor:

(a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

(b) If this solicitation contains quantities to be shipped FOB Origin, transportation cost will be evaluated as specified in the EVALUATION OF TRANSPORTATION COSTS provision elsewhere in this Section, and award will be made to the responsible offeror whose offer represents the lowest evaluated price including transportation costs, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

[End of Provision]

M-5 52.245-4001 EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY MAR/1985 (TACOM)

(a) Rent-free use of existing facilities, special test equipment, and/or special tooling, title to which is in the Government or to which the Government has the right to take title (all of which is herein described as property), including rent-free use by prospective subcontractors, will be a consideration in the evaluation of responses to this solicitation. Contractor must provide with their proposal, the list of Government Furnished Property (GFP), the acquisition cost, age, and type of GFP.

(b) For purposes of evaluation only, the unit evaluation factors for each classification of property, computed as follows, shall be added by the Government to the price or prices offered. The evaluation factors shall be computed by multiplying the acquisition cost of each item of property by the rental rates specified below, and then multiplying the product obtained by the number of months of use proposed. A minimum of one month of use shall be required for purposes of evaluation. Fractional portions of a month shall be counted as a full month. This final product shall then be divided by the total quantity of units to be produced using such property to determine the unit evaluation factors. The factors shall be separately set forth by the offeror under the offered unit prices.

Monthly Rental Rates

(1) For land and land preparation, buildings, building installations, and land installations other than those items specified in (2) below: the prevailing commercial rate.

(2) For industrial plant equipment of the types covered by Federal Supply Classification Code Numbers 3405, 3408, 3410, 3411 through 3419 (machine tools), and 3441 through 3449 (secondary metalforming and cutting machines), the following rates shall apply:

Table with 2 columns: Age of Equipment, Monthly Rental Rates. Rows include 0-2 years (3.00%), Over 2 to 3 years (2.00%), Over 3 to 6 years (1.50%), Over 6 to 10 years (1.00%), Over 10 years (0.75%).

(3) For personal property and equipment not covered in (1) and (2) above (including all production equipment not in the Federal Supply Classification Codes set forth above, and including special tooling and special test equipment), the following rates shall apply:

-- Two percent (2.00%) per month for electronic test equipment and automotive equipment;

-- One percent (1.00%) per month for special tooling and for all other property and equipment.

(c) If any item of property is to be used on other work for which use has been authorized during the period such property is requested for use on any contract resulting from this solicitation, the evaluation factors shall be calculated in accordance with the following: the acquisition cost of each item of property shall be multiplied by the rental rates specified for the applicable classification of property set forth above, and the product obtained shall then be multiplied by the number of months of rent-free use requested. The resulting product shall be multiplied by a fraction, the numerator of which is the amount of use of the property proposed under this solicitation, and the denominator of which is the sum of the previously-authorized use of the property during the period of proposed use and the use proposed under this solicitation. The final product shall then be divided by the total quantity of units to determine the unit evaluation factor. The measurement unit for determining the amount of use to be considered in establishing the fraction referred to in the foregoing calculation shall be direct labor hours, sales, hours of use, or any other measurement unit

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which will result in an equitable apportionment of the factor. The measurement unit used and the amount of respective uses in sufficient detail to support the proration shall be set forth for each item of property.

d() For the purposes of determining the evaluation factors set forth above, the following definitions apply:

(1) The term acquisition cost means the total cost to the Government for an item of property, including the cost of (i) transportation, (ii) installation, (iii) accessories to be used with the item, and (iv) any rebuilding and modernization which has enhanced the original capability of the item;

(2) The age of an item of property shall be based on the year in which it was manufactured, with an annual birthday on 1 January of each year thereafter. On 1 January following the date of manufacture, the item shall be considered one year old; and on each succeeding January 1st, it shall become one year older (thus, an item manufactured on 15 July 1978 would be one year old on 1 January 1979, and over two years old on and after 1 January 1980).

(e) Where this solicitation provides that the property is offered for use on an as-is basis, F.O.B. loading dock at present location, the Government shall add to the offered price, in addition to the evaluation factors described above, a factor, for purposes of evaluation, which will be composed of the costs to the Government of making such property available at the F.O.B. point, including the costs of disconnection, preparation for shipment, and placement on the loading dock.

[End of Provision]

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0020
B. EXHIBIT.....: A
C. CATEGORY.....: MISC
D. SYSTEM/ITEM.....: DECONTAMINATION KIT
E. CONTRACT/PR NO.....: W56HZV-14-R-0193 / EH4R841EH
F. CONTRACTOR.....:

1. DATA ITEM NO.: A001
2. TITLE OF DATA ITEM.....: ENGINEERING CHANGE PROPOSAL (ECP) (MIL-STD-3046)
3. SUBTITLE:
4. AUTHORITY: DI-SESS-81880
5. CONTRACT REFERENCE.....: SECTION C & MIL-STD-3046
6. REQUIRING OFFICE.....: RDCB-DEM
7. DD250 REQ: Letter of Transmittal Only (LT)
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED.: *
10. FREQUENCY.....: As Required (ASREQ)
11. AS OF DATE.....: N/A
12. DATE OF FIRST SUBMISSION: ASREQ
13. DATE OF SUBSEQUENT SUB.: ASREQ
14. DISTRIBUTION ADDRESSEES.: SEE ADDRESS CODE DISTRIBUTUON LIST**
15. TOTAL COPIES.....: 0
16. REMARKS:

DATA MUST BE IN GOVERNMENT COMPATIBLE SOFTWARE (e.g., MICROSOFT OFFICE OR PORTABLE DOCUMENT FORMAT (pdf)). *DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER. **SUBMIT ELECTRONICALLY TO USARMY.RIA.ECBC.MBX.CMACTION@MAIL.MIL. ELECTRONIC FILES SHALL BE LESS THAN 7MB. THE PREFERRED METHOD IS THE DD FORM 1692 WHICH IS LOCATED AT <http://www.dtic.mil/whs/directives/infomgt/forms/>. CONTRACTOR FORMAT ALTERNATIVE TO THE DD FORM IS ACCEPTABLE PROVIDED THE NECESSARY DATA ELEMENTS ARE PROVIDED.

DD FORM 1423-E

1. DATA ITEM NO.: A002
2. TITLE OF DATA ITEM.....: REQUEST FOR VARIANCE (RFV) (MIL-STD-3046)
3. SUBTITLE:
4. AUTHORITY: DI-SESS-81883
5. CONTRACT REFERENCE.....: SECTION C & MIL-STD-3046
6. REQUIRING OFFICE.....: RDCB-DEM
7. DD250 REQ: Letter of Transmittal Only (LT)
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED.: *
10. FREQUENCY.....: As Required (ASREQ)
11. AS OF DATE.....: N/A
12. DATE OF FIRST SUBMISSION: ASREQ
13. DATE OF SUBSEQUENT SUB.: ASREQ
14. DISTRIBUTION ADDRESSEES.: SEE ADDRESS CODE DISTRIBUTUON LIST**
15. TOTAL COPIES.....: 0
16. REMARKS:

DATA MUST BE IN GOVERNMENT COMPATIBLE SOFTWARE (e.g., MICROSOFT OFFICE OR PORTABLE DOCUMENT FORMAT (pdf)). *DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER. **SUBMIT ELECTRONICALLY TO USARMY.RIA.ECBC.MBX.CMACTION@MAIL.MIL. ELECTRONIC FILES SHALL BE LESS THAN 7MB. THE PREFERRED METHOD IS THE DD FORM 1692 WHICH IS LOCATED AT <http://www.dtic.mil/whs/directives/infomgt/forms/>. CONTRACTOR FORMAT ALTERNATIVE TO THE DD FORM IS ACCEPTABLE PROVIDED THE NECESSARY DATA ELEMENTS ARE PROVIDED.

DD FORM 1423-E

1. DATA ITEM NO.: A003
2. TITLE OF DATA ITEM.....: NOTICE OF REVISION (NOR) (MIL-STD-3046)
3. SUBTITLE:
4. AUTHORITY: DI-SESS-81881
5. CONTRACT REFERENCE.....: SECTION C & MIL-STD-3046
6. REQUIRING OFFICE.....: RDCB-DEM
7. DD250 REQ: Letter of Transmittal Only (LT)
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED.: *
10. FREQUENCY.....: As Required (ASREQ)
11. AS OF DATE.....: N/A
12. DATE OF FIRST SUBMISSION: ASREQ
13. DATE OF SUBSEQUENT SUB.: ASREQ
14. DISTRIBUTION ADDRESSEES.: SEE ADDRESS CODE DISTRIBUTUON LIST**
15. TOTAL COPIES.....: 0
16. REMARKS:

DATA MUST BE IN GOVERNMENT COMPATIBLE SOFTWARE (e.g., MICROSOFT OFFICE OR PORTABLE DOCUMENT FORMAT (pdf)). *DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER. **SUBMIT ELECTRONICALLY TO USARMY.RIA.ECBC.MBX.CMACTION@MAIL.MIL. ELECTRONIC FILES SHALL BE LESS THAN 7MB. THE PREFERRED METHOD IS THE DD FORM 1692 WHICH IS LOCATED AT <http://www.dtic.mil/whs/directives/infomgt/forms/>. CONTRACTOR FORMAT ALTERNATIVE TO THE DD FORM IS ACCEPTABLE PROVIDED THE NECESSARY DATA ELEMENTS ARE PROVIDED.

DD FORM 1423-E

1. DATA ITEM NO.: A004
2. TITLE OF DATA ITEM.....: TEST/INSPECTION REPORTS
3. SUBTITLE: FIRST ARTICLE TEST REPORT (FATR) (CONTRACTOR)
4. AUTHORITY: DI-NDTI-80809B
5. CONTRACT REFERENCE.....: SECTION E
6. REQUIRING OFFICE.....: RDCB-DES-Q
7. DD250 REQ: Letter of Transmittal Only (LT)
8. APP CODE: A**
9. DIST. STATEMENT REQUIRED.: C
10. FREQUENCY.....: As Required (ASREQ)*
11. AS OF DATE.....: N/A
12. DATE OF FIRST SUBMISSION: ASREQ*
13. DATE OF SUBSEQUENT SUB.: ASREQ*
14. DISTRIBUTION ADDRESSEES.: SUBMIT THRU QAR*** TO PCO AND RDCB-DES-Q
15. TOTAL COPIES.....: 2
16. REMARKS:

*FATR DATES SHALL BE STATED IN THE DELIVERY SCHEDULE. **THE GOVT HAS 30 DAYS AFTER RECEIPT OF FATR FOR APPROVAL/DISAPPROVAL. ***SUBMIT ELECTRONICALLY THRU THE QAR TO THE CONTRACT SPECIALIST/PCO, AND RDCB-DES-Q (QA) AT USARMY.RIA.ECBC.MBX.QA@MAIL.MIL.

DD FORM 1423-E

1. DATA ITEM NO.: A005
2. TITLE OF DATA ITEM.....: TEST/INSPECTION REPORTS
3. SUBTITLE: PRODUCTION LOT ACCEPTANCE TEST REPORT (CONTRACTOR)
4. AUTHORITY: DI-NDTI-80809B
5. CONTRACT REFERENCE.....: SECTION E
6. REQUIRING OFFICE.....: RDCB-DES-Q
7. DD250 REQ: Letter of Transmittal Only (LT)
8. APP CODE: **
9. DIST. STATEMENT REQUIRED.: C
10. FREQUENCY.....: As Required (ASREQ)*
11. AS OF DATE.....: N/A
12. DATE OF FIRST SUBMISSION: ASREQ*
13. DATE OF SUBSEQUENT SUB.: ASREQ
14. DISTRIBUTION ADDRESSEES.: SUBMIT THRU QAR*** TO ACO AND PCO
15. TOTAL COPIES.....: 3
16. REMARKS:

*THIS REPORT SHALL BE SUBMITTED AT THE COMPLETION OF A NEW PRODUCTION LOT. REPORT SHALL BE SUBMITTED TO THE QUALITY ASSURANCE REPRESENTATIVE (QAR) WHENEVER A NEW LOT OF MATERIAL HAS COMPLETED TESTING. PRIOR TO BEGINNING PRODUCTION, THE CONTRACTOR SHALL SUBMIT A QUALITY PLAN TO THE QAR FOR REVIEW AND APPROVAL, ON HOW THEY WILL COMPLY WITH THE REQUIREMENTS OF THE PRODUCTION LOT TEST. ONCE THE QAR

APPROVES THE QUALITY PLAN FOR THE PRODUCTION LOT TESTING, THE APPROVED METHOD WILL BE USED THROUGHOUT THE LIFE OF THE CONTRACT TO VALIDATE COMPLIANCE WITH THE CONTRACT CLAUSE. QAR WILL PROVIDE WRITTEN APPROVAL OF THE QA PLAN TO THE CONTRACTOR. **THE CONTRACTOR SHALL SUBMIT THE PRODUCTION LOT TEST REPORT TO THE QAR ON A DD1222 OR COMPARABLE DOCUMENT FOR ACCEPTANCE WITHIN TEN DAYS OF COMPLETION OF THE TESTING. THE QAR HAS 30 WORK DAYS AFTER RECEIPT TO REVIEW AND PROVIDE APPROVAL/DISAPPROVAL IN WRITING TO THE CONTRACTOR. APPROVAL OF THE PRODUCTION LOT TEST REPORT SHALL BE APPROVAL OF THE LOT.

DD FORM 1423-E

1. DATA ITEM NO.: A006
2. TITLE OF DATA ITEM.....: CERTIFICATE OF COMPLIANCE (COC)
3. SUBTITLE
4. AUTHORITY: DI-MISC-81356A*
5. CONTRACT REFERENCE.....: SECTION I**
6. REQUIRING OFFICE.....: RDCB-DES-Q (RI)
7. DD250 REQ: Letter of Transmittal Only (LT)
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED.: N/A
10. FREQUENCY.....: As Required (ASREQ)
11. AS OF DATE.....: N/A
12. DATE OF FIRST SUBMISSION: ASREQ
13. DATE OF SUBSEQUENT SUB.: ASREQ
14. DISTRIBUTION ADDRESSEES.: QAR, PCO, AND RDCB-DES-Q
15. TOTAL COPIES.....: 3
16. REMARKS:

*MODIFY DI-MISC-81356, 2.I TO READ: "A STATEMENT ON CONTRACTOR LETTERHEAD, CERTIFYING THAT ALL ITEMS FURNISHED ON THE CONTRACT ARE IN FULL COMPLIANCE WITH THE TDP (INCLUDING REVISION OF THE DRAWING AND SPECIFICATION), ALL SPECIFICATIONS AND CONTRACT REQUIREMENTS.". SUBMIT CERTIFICATE OF COMPLIANCE(S) WITH THE FIRST ARTICLE TEST REPORT. 2.G TO READ NSN (IF APPLICABLE) AND PART NUMBER. **FIRST ARTICLE APPROVAL CONTRACTOR TESTING. SUBMIT ELECTRONICALLY TO THE PCO.

DD FORM 1423-E

1. DATA ITEM NO.: A007
2. TITLE OF DATA ITEM.....: QUALITY PROGRAM PLAN (QPP)
3. SUBTITLE
4. AUTHORITY: DI-QCIC-81722*
5. CONTRACT REFERENCE.....: SECTION E
6. REQUIRING OFFICE.....: RDCB-DES-Q (RI)
7. DD250 REQ: Letter of Transmittal Only (LT)
8. APP CODE: A
9. DIST. STATEMENT REQUIRED.: N/A
10. FREQUENCY.....: As Required (ASREQ)
11. AS OF DATE.....: N/A
12. DATE OF FIRST SUBMISSION: ASREQ
13. DATE OF SUBSEQUENT SUB.: WHEN REVISED
14. DISTRIBUTION ADDRESSEES.: SUBMIT THRU QAR TO PCO
15. TOTAL COPIES.....: 2
16. REMARKS:

PLAN SHALL BE SUBMITTED PRIOR TO SUBMISSION OF FIRST ARTICLE TEST (FAT) (IF REQUIRED) OR PRIOR TO INITIATION OF PRODUCTION. *THE QUALITY PROGRAM PLAN SHALL ALSO INCLUDE HOW THE CONTRACTOR WILL COMPLY WITH THE REQUIREMENTS OF THE PRODUCTION LOT ACCEPTANCE TESTING (CONFORMANCE INSPECTION). *THE GOV'T HAS 14 DAYS AFTER RECEIPT OF THE PLAN FOR APPROVAL/DISAPPROVAL. IF DISAPPROVED, THE CONTRACTOR HAS 14 DAYS TO CORRECT AND RESUBMIT WITH GOV'T REVISIONS. ANY CHANGES TO THE PLAN SHALL BE SUBMITTED FOR GOV'T REVIEW AND APPROVAL PRIOR TO IMPLEMENTATION.

DD FORM 1423-E

1. DATA ITEM NO.: A008
2. TITLE OF DATA ITEM.....: TRANSPORTATION DISCREPANCY REPORT
3. SUBTITLE
4. AUTHORITY: DI-MGMT-80554
5. CONTRACT REFERENCE.....: SOW, ACCOUNTABILITY INSTRUCTIONS, PARA 2A(1)
6. REQUIRING OFFICE.....: AMSTA-LC-CIA
7. DD250 REQ: NO
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED.: N/A
10. FREQUENCY.....: As Required (ASREQ)
11. AS OF DATE.....: ASREQ

12. DATE OF FIRST SUBMISSION: *
13. DATE OF SUBSEQUENT SUB.:
14. DISTRIBUTION ADDRESSEES.: AMSTA-LC-CIA**
15. TOTAL COPIES.: 1
16. REMARKS:

*SUBMISSION REQUIRED UPON DISCOVERY OF TRANSPORTATION DISCREPANCY WHEN MATERIAL IS RECEIVED AT CONTRACTOR'S FACILITY. **E-MAIL USARMY.DETROIT.TACOM.MBX.ILSC-TRANSPORTATION@MAIL.MIL

DD FORM 1423-E

1. DATA ITEM NO.: A009
2. TITLE OF DATA ITEM.....: REPORT OF SHIPPING (ITEM) AND
3. SUBTITLE: PACKAGING DISCREPANCY
4. AUTHORITY: DI-MGMT-80503
5. CONTRACT REFERENCE.....: SOW, ACCOUNTABILITY INSTRUCTIONS, PARA 2A(2)
6. REQUIRING OFFICE.....: AMSTA-LC-CIA
7. DD250 REQ: NO
8. APP CODE:
9. DIST. STATEMENT REQUIRED.: N/A
10. FREQUENCY.....: As Required (ASREQ)
11. AS OF DATE.....: ASREQ
12. DATE OF FIRST SUBMISSION: *
13. DATE OF SUBSEQUENT SUB.:
14. DISTRIBUTION ADDRESSEES.: AMSTA-LC-CIA**
15. TOTAL COPIES.: 1
16. REMARKS:

*SUBMISSION REQUIRED UPON DISCOVERY OF SHIPPING DISCREPANCY WHEN MATERIEL IS RECEIVED AT CONTRACTOR'S FACILITY. REPORT SHALL BE SUBMITTED WITHIN 3 DAYS OF DISCREPANCY. EMAIL USARMY.DETROIT.TACOM.MBX.ILSC-AMI-SDR@MAIL.MIL

DD FORM 1423-E

1. DATA ITEM NO.: A010
2. TITLE OF DATA ITEM.....: REQUEST FOR GOVERNMENT FURNISHED
3. SUBTITLE: MATERIAL (GFM)
4. AUTHORITY: DI-MGMT-80408B
5. CONTRACT REFERENCE.....: SOW, ACCOUNTABILITY INSTRUCTIONS, PARA 4
6. REQUIRING OFFICE.....: AMSTA-LC-CIA
7. DD250 REQ: NO
8. APP CODE:
9. DIST. STATEMENT REQUIRED.: N/A
10. FREQUENCY.....: As Required (ASREQ)
11. AS OF DATE.....: ASREQ
12. DATE OF FIRST SUBMISSION: *
13. DATE OF SUBSEQUENT SUB.:
14. DISTRIBUTION ADDRESSEES.: AMSTA-LC-CIAT**
15. TOTAL COPIES.: 1
16. REMARKS:

*SUBMISSION REQUIRED TO RECEIVE GFM. **E-MAIL USARMY.DETROIT.TACOM.MBX.ILSC-MCA@MAIL.MIL

DD FORM 1423-E

1. DATA ITEM NO.: A011
2. TITLE OF DATA ITEM.....: GOVERNMENT FURNISHED MATERIAL (GFM)
3. SUBTITLE: CONSUMTION REPORT
4. AUTHORITY: DI-MGMT-80438B
5. CONTRACT REFERENCE.....: SOW, ACCOUNTABILITY INSTRUCTIONS, PARA 5
6. REQUIRING OFFICE.....: AMSTA-LC-CIA
7. DD250 REQ: DD
8. APP CODE:
9. DIST. STATEMENT REQUIRED.: N/A
10. FREQUENCY.....: MONTHLY
11. AS OF DATE.....: 0
12. DATE OF FIRST SUBMISSION: 40 DAC
13. DATE OF SUBSEQUENT SUB.: **
14. DISTRIBUTION ADDRESSEES.: AMSTA-LC-CIAT**

15. TOTAL COPIES.....: 1

16. REMARKS:

SUBMISSION REQUIRED TO REFLECT GFM CONSUMED DURING REPORT PERIOD-NEGATIVE REPORT REQUIRED. **10TH DAY OF MONTH FOLLOWING REPORT MONTH. *E-MAIL USARMY.DETROIT.TACOM.MBX.ILSC-MCA@MAIL.MIL

DD FORM 1423-E

1. DATA ITEM NO.: A012
2. TITLE OF DATA ITEM.....: REPORT OF RECEIPTS, INVENTORY ADJUSTMENTS, AND SHIPMENTS
3. SUBTITLE:
4. AUTHORITY: DI-MISC-80442
5. CONTRACT REFERENCE.....: SOW, ACCOUNTABILITY INSTRUCTIONS, PARA 4
6. REQUIRING OFFICE.....: AMSTA-LC-CIA
7. DD250 REQ: NO
8. APP CODE:
9. DIST. STATEMENT REQUIRED.: N/A
10. FREQUENCY.....: ASREQ
11. AS OF DATE.....: ASREQ
12. DATE OF FIRST SUBMISSION: *
13. DATE OF SUBSEQUENT SUB.:
14. DISTRIBUTION ADDRESSEES.: AMSTA-LC-CIM-D
15. TOTAL COPIES.....: 1
16. REMARKS:

*Submission required monthly only when material is in hand. E-Mail USARMY.DETROIT.TACOM.MBX.ILSC-COMMERCIAL-REPAIR-PROGRAM@MAIL.MIL

DD FORM 1423-E

1. DATA ITEM NO.: A013
2. TITLE OF DATA ITEM.....: RECEIPT OF GOVERNMENT MATERIEL REPORT
3. SUBTITLE:
4. AUTHORITY: DI-MGMT-80389B
5. CONTRACT REFERENCE.....: SOW, ACCOUNTABILITY INSTRUCTIONS, PARA 4C
6. REQUIRING OFFICE.....: AMSTA-LC-LEAP
7. DD250 REQ: NO
8. APP CODE:
9. DIST. STATEMENT REQUIRED.: N/A
10. FREQUENCY.....: MONTHLY
11. AS OF DATE.....: 0
12. DATE OF FIRST SUBMISSION: 40 DAC
13. DATE OF SUBSEQUENT SUB.:
14. DISTRIBUTION ADDRESSEES.: AMSTA-LC-CIAT
15. TOTAL COPIES.....: 1
16. REMARKS:

SUBMISSION REQUIRED TO REFLECT GFM RECEIVED DURING REPORT PERIOD-NEGATIVE REPORT REQUIRED.BLK 10:10TH DAY OF MONTH FOLLOWING REPORT MONTH. E-MAIL: USARMY.DETROIT.TACOM.MBX.ILSC-MCA@MAIL.MIL

-----DATE: 24 APR 14

RDCB-DEM-T

ECBC ISO COST ESTIMATE LETTER:

Design Engineering & Test Facility of Edgewood Chemical and Biological Center, Rock Island (ECBC-RI) is ISO 9001-2008 certified laboratory. Our laboratory performs first article testing (FAT) on chemical biological equipment as well as dimensional inspection on a wide variety of items. We can provide a competitive quote for performing testing/inspection required by this solicitation, which would assist you in meeting the submission date of your bid.

Please allow 10 business days for preparation of the quotation as some tests may have to be coordinated with other agencies.

ECBC Rock Island has a highly trained technical staff of chemical, mechanical, electrical, and industrial engineers, capable of supporting a wide variety of inspections and testing to include the development of test methods for specialized requirements. All facility personnel receive continual extensive training to keep up with the latest technology and testing methods.

Contractors who do not possess a Nuclear Regulatory Commission (NRC) license may obtain a Test Service Agreement (TSA) with the ECBC Design Engineering & Test Facility to perform testing that requires the use of equipment requiring an NRC license. Contact ECBC Design Engineering & Test Facility to coordinate a TSA.

To request a quote for a FAT for this solicitation, please contact one of the following:

Diane M. Freeman
Chief, Design Engineering & Test Facility
RDCB-DEM-T (Building 131)
Com: 309-782-5138
Fax: 309-782-0546
diane.m.freeman.civ@mail.mil

or

Quinn Hartman
Senior Engineer
RDCB-DEM-T (Building 131)
Com: 309-782-3642
Fax: 309-782-0546
quinn.d.hartman.civ@mail.mil

ADDRESS CODE DISTRIBUTION for ECPS/NORs/RFDs/VECPs
(Configuration Management)

1. Concurrent transmittal of Engineering Change Proposals (ECPs), Notice of Revisions (NORs), Requests for Variance (RFVs) or Value Engineering Change Proposals (VECPs) shall be submitted by the Contractors by either emailing or faxing engineering actions as follows:

2. The contractor shall electronically transmit copies of all ECPS, NORs, RFVs and VECPS to:

a. ECBC-RI RDECOM Engineering Office
OFFICE: RDCB-DEM
EMAIL: usarmy.RIA.ecbc.mbx.cmaction@mail.mil
FAX: (309) 782-4537

b. Contracting Officer or Contract Specialist
OFFICE: CCTA-ADT-C
FAX: 586-282-7235

CONTRACTING OFFICER: Major Eric Pena
EMAIL: eric.c.pena.mil@mail.mil

CONTRACT SPECIALIST: Stephanie Thom
EMAIL: stephanie.n.thom.civ@mail.mil

CONTRACTOR ACCOUNTABILITY INSTRUCTIONS
GOVERNMENT FURNISHED PROPERTY (GFP)

1. All Government Furnished Property (GFP) should be reported to the Government when received by the contractor. Receipt Acknowledgement shall be in the format of a DRA. Reference Appendix 3.29 of DoD 4000.25-2-M for format. Submit receipts for GFP to: usarmy.detroit.tacom.mbx.ilsc-Gvt-Furnished-Property-Team@mail.mil

This information will account for GFP while in the possession of the contractor until they are returned to the Government or its representative.

2. All shipping documentation accompanying GFP returned to the Government must have the following statement annotated in the remarks portion of the shipping document: RETURN FROM GFP, MARK FOR: (Insert the document number under which the assets were received at the contractor location). NOTE: The quantity shipped under each document number must not exceed the quantity received under that same document number.

3. Discrepancies shall be distinguished and reported as one of the following:

(1) Shipping Type Discrepancy: This discrepancy is evident when freight received does not agree with the supply shipping documents. See DI-MGMT-80503, SF364, Report of Shipping (Item) and Packaging Discrepancy. Submit your report through the Department of Defense (DOD) WEBSDR system. You must first get access to WEBSDR by going to: <https://www.daas.dla.mil/daashome/websdr.asp> . Click on the link: System Access Request. Follow the prompts. Once in, choose the option WEBSDR from the menu (CAC required). There is also WEBSDR help desk information available at the above web site for system issues and help.

(2) Transportation Type Discrepancy. Reference DI-MGMT-80554, SF361, Transportation Discrepancy Report (TDR). TDRs are created to document the loss or damage to Government materiel to support the filing of claims against carriers for Government reimbursement. Submit email to: usarmy.detroit.tacom.mbx.ilsc-transportation@mail.mil

CONTRACTOR ACCOUNTABILITY INSTRUCTIONS
GOVERNMENT FURNISHED MATERIEL(GFM)

The contractor shall forward information required by the Contract Data Requirements List (CDRL) IAW the required distribution. The Data Item Description (DID) may be found at the following website: <https://assist.daps.dla.mil/quicksearch/>

1. Requisitions for GFM are currently input by TACOM personnel via LMP based on NSNs and authorized quantities supplied by the Contract Specialist.
2. Government Furnished Materiel (GFM) for consumption/incorporation. The contractor is required to submit data monthly during the contract performance period to the supporting Management Control Activity (MCA) mailbox usarmy.detroit.tacom.mbx.ilsc-mca@mail.mil. The notification shall be via BZE transaction. Reference DI-MGMT-80438B for additional information.
3. Excess GFM Reporting: In accordance with the FAR, subpart 45.6, the plant clearance officer will determine the categories of screening required and initiate screening action.

Discrepancies in shipments received shall be distinguished and reported as one of the following:

(1)Shipping Type Discrepancy: This discrepancy is evident when freight received does not agree with the supply shipping documents. See DI-MGMT-80503, SF364, Report of Shipping (Item) and Packaging Discrepancy. Submit your report through the Department of Defense (DOD) WEBSDR system. You must first get access to WEBSDR by going to: <https://www.daas.dla.mil/daashome/websdr.asp>. Click on the link: System Access Request. Follow the prompts. Once in, choose the option WEBSDR from the menu (CAC required). There is also WEBSDR help desk information available at the above web site for system issues and help.

(2) Transportation Type Discrepancy. Reference DI-MGMT-80554, SF361, Transportation Discrepancy Report (TDR). TDRs are created to document the loss or damage to Government materiel to support the filing of claims against carriers for Government reimbursement. Submit email to: usarmy.detroit.tacom.mbx.ilsc-transportation@mail.mil