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|------------------------------------|-----------------------------|---|---|----------------|
| 1. Request No. W56HZV-15-T-0041 | 2. Date Issued 2015JAN22 | 3. Requisition/Purchase Request No. See Schedule | 4. Cert For Nat Def. Under BDSA Reg. 2 and/or DMS Reg. 1 | Rating DOA4 |
|------------------------------------|-----------------------------|---|---|----------------|

| | |
|--|---|
| 5A. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-HTB-D WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL | 6. Deliver by (Date) See Schedule |
| | 7. Delivery <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other |

| | |
|---|--|
| 5B. For Information Call: (Name and telephone no.) (No collect calls) MITCH ANTONICH (586) 282-3759 EMAIL: MITCHELL.ANTONICH.CIV@MAIL.MIL | |
|---|--|

| | |
|---|--|
| 8. To: Name and Address, Including Zip Code | 9. Destination (Consignee and address, including Zip Code) See Schedule |
|---|--|

| | |
|--|---|
| 10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date) 2015FEB23 | IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter. |
|--|---|

11. Schedule (Include applicable Federal, State, and local taxes)

| Item Number (a) | Supplies/Services (b) | Quantity (c) | Unit (d) | Unit Price (e) | Amount (f) |
|-----------------|-----------------------|--------------|----------|----------------|------------|
| | (See Schedule) | | | | |

| | | | | | |
|---------------------------------|-----------------------|-----------------------|-----------------------|------------------|------------|
| 12. Discount For Prompt Payment | a. 10 Calendar Days % | b. 20 Calendar Days % | c. 30 Calendar Days % | d. Calendar Days | |
| | | | | Number | Percentage |

NOTE: Additional provisions and representations are are not attached.

| | | |
|---|--|-----------------------|
| 13. Name and Address of Quoter (Street, City, County, State and Zip Code) | 14. Signature of Person Authorized to Sign Quotation | 15. Date of Quotation |
| | 16. Signer | |
| | a. Name (Type or Print) | b. Telephone |
| | | Area Code |
| | c. Title (Type or Print) | Number |

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MOD/AMD

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

Buyer Name: MITCH ANTONICH
Buyer Office Symbol/Telephone Number: CCTA-HTB-D/(586)282-3759
Type of Contract 1: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders
Weapon System: High Mobility Multi-Purpose Wheeled Vehi

*** End of Narrative A0000 ***

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|-------------------------------|-------------|
| 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 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=W56HZV15T0041

(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.

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|---------------------------|--|---------------------|
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Name of Offeror or Contractor:

[End of Provision]

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 *HYPERLINK "http://www.dlis.dla.mil/jcp/"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 all sub-vendors, are required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed from you.

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

[End of clause]

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | |
|-------------------|---|-------------------------|-----------------|-----------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|-------------------------|-----|-----|------|-----|----|----------|----------|
| 0001 | SUPPLIES OR SERVICES AND PRICES/COSTS PARTS KIT,SEAT BELT NSN: 2540-01-387-4018 Mfr CAGE: 19207 Mfr Part Number: 57K0202 | | | | | | | | | | | | | | | | | | | | | | |
| 0001AA | <u>Production Quantity</u> COMMODITY NAME: PARTS KIT,SEAT BELT CLIN CONTRACT TYPE: Firm Fixed Price PRON: EH4V3011EH PRON AMD: 02 AMS CD: SM2B1100000 <u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 57K0202 DATE: 15-AUG-2014 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table border="0" data-bbox="264 1367 846 1415"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W56HZW4206000W</td> <td>W562RM</td> <td>J</td> <td></td> <td>2</td> </tr> </table> <table border="0" data-bbox="264 1419 824 1470"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>115</td> <td>0420</td> </tr> </table> FOB POINT: Destination SHIP TO: (W562RM) SU W0MC ARMY GENERAL SUPPLY DLA DISTRIBUTION RED RIVER HIGHWAY 82 WEST TEXARKANA, TX, 75507-5000 | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | W56HZW4206000W | W562RM | J | | 2 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DAYS AFTER AWARD</u> | 001 | 115 | 0420 | 115 | KT | \$ _____ | \$ _____ |
| <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | | | | | | | | | | | | | | | | | | |
| 001 | W56HZW4206000W | W562RM | J | | 2 | | | | | | | | | | | | | | | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DAYS AFTER AWARD</u> | | | | | | | | | | | | | | | | | | | | | |
| 001 | 115 | 0420 | | | | | | | | | | | | | | | | | | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|--------------|--------------|
| 0001AB | <p>DATA ITEM: 1ST ARTICLE TEST REPORT</p> <p>COMMODITY NAME: FIRST ARTICLE TEST REPORT CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>A FIRST ARTICLE TEST REPORT IS REQUIRED IN ACCORDANCE WITH THE CLAUSE ENTITLED "FIRST ARTICLE APPROVAL-- CONTRACTOR TESTING," FAR 52.209-3.</p> <p>THE PRICE FOR FIRST ARTICLE TESTING IN THE TOTAL AMOUNT OF \$_____, IS INCLUDED IN THE TOTAL AMOUNT(S) FOR CLIN(S): 0001AA.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 30</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 DAYS AFTER AWARD</u> 001 1 0270</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00006) SEE FIRST ARTICLE TEST CLAUSE FOR DISTRIBUTION</p> | 1 | EA | \$ ** NSP ** | \$ ** NSP ** |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| 0002 | PARTS KIT, SEAT BELT Mfr CAGE: 19207 Mfr Part Number: 57K0202 | | | | |
| 0002AA | <p><u>UNEXERCISED OPTION CLIN</u></p> <p>COMMODITY NAME: PARTS KIT, SEAT BELT CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE IN SECTION 73 ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 57K0202 DATE: 15-AUG-2014</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 115 UNDEFINITIZED</p> | 115 | KT | \$ _____ | \$ _____ |

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-15-T-0041 MOD/AMD

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| | <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>Reference clause 52.247-4017 for the possible shipping destinations.</p> <p>(End of narrative F001)</p> | | | | |

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MOD/AMD

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

6

52.211-4015

CONFIGURATION CONTROL - ENGINEERING CHANGES

MAY/2014

(a) DEFINITIONS:

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

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

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

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

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

(A) In deliverable end item quantities only;

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

(C) To the contract type only.

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

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

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

(1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is (N5).

(2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: CD ROM, or the SAFE File Exchange at: <https://safe.amrdec.army.mil/SAFE/>. Identify the software application, and version, that you used to create each file submitted.

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

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

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

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

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

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

Name of Offeror or Contractor:

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

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

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

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

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

(f) Approval of ECPs, VECPs and RFDs.

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

(2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.

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

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

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

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

(j) Questions.

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

(2) Questions about using the SAFE FTP website, the site has a [://safe.amrdec.army.mil/SAFE/guide.aspx](http://safe.amrdec.army.mil/SAFE/guide.aspx) and [://safe.amrdec.army.mil/SAFE/Help.aspx](http://safe.amrdec.army.mil/SAFE/Help.aspx).

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

[End of Clause]

7

52.211-4072

TECHNICAL DATA PACKAGE INFORMATION

MAY/2014

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](http://www.fbo.gov)), associated with this solicitation number, and can be accessed via this URL:

<https://www.fbo.gov/fedteds/W56HZV15T0041>

To access the data through FBO:

- a. Log on to the FBO web site.
- b. Enter your Marketing Partner Identification Number (MPIN).
- c. Search for the solicitation number.

Name of Offeror or Contractor:

d. If solicitation is Export Controlled, select Verify MPIN.

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

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

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

(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 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 - on the right is User Guides - click on Vendor.

[End of clause]

8 52.211-4008 DRAWING LIMITATIONS NOV/2005
(TACOM)

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

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

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

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

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

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Name of Offeror or Contractor:

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

(End of Clause)

PACKAGING AND MARKING

9 52.211-4515 PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS) DEC/2014
(TACOM)

(a) Military preservation, packing, and marking for this contract/order shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1, and the Special Packaging Instruction, see below.

- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: B
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIAL PACKAGING INSTRUCTION NUMBER. AK13874018

(a) REVISION C

(b) DATE OF REVISION As listed on SPI.

(c) THE REQUIRED SPECIAL PACKAGING INSTRUCTION (SPI) IS

AVAILABLE ON THE WEB AT THE FOLLOWING URL: <https://www.tacom.army.mil/ilsc/tdps/phst/SPI/06/20/38.pdf>

(Note: You must have the Adobe Acrobat reader installed on your PC to view the SPI. See Adobes website (<http://get.adobe.com/reader/>) for information on obtaining the latest version of the reader. If you're experiencing problems opening the Special Packaging Instructions in Adobe .PDF images using Internet Explorer, try the following: Go to "Tools," then "Internet Options." Click on the "Advanced" tab. Scroll down to the "Security" section. Uncheck "Do not save encrypted pages to disk." Click "Apply." Click "OK.")

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

(c) Marking:

(1) In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129). The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

(2) Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. For details and most recent information, see http://www.acq.osd.mil/log/sci/DoD_Suppliers_Passive_RFID_Info_Guide.html for the current DoD Suppliers Passive RFID Information Guide. When an item is assigned a Unique Item Identifier (UII) as indicated by the inclusion of contract clause DFARS 252.211-7003, refer to the DoD Guide to Uniquely Identifying Items (available at <http://dodprocurementtoolbox.com/page/unique-id/tools>) for development of the UII and MIL-STD-129 for UII package marking requirements. Contractors must verify the RFID and UII clauses cited above are included in this solicitation/contract.

(d) Heat Treatment and Marking of Wood Packaging Materials (WPM):

(1) In accordance with DOD 4140.625-M and the requirements of the International Standards for Phytosanitary Measures 15 (ISPM), Regulation of Wood Packaging Material in International Trade, current edition, (hereinafter ISPM 15), the following commercial heat treatment and marking process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood

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Packaging Material (WPM). Foreign manufacturers shall comply with ISPM 15, and have the WPM heat treatment and marking verified in accordance with their National Plant Protection Organizations compliance program.

(2) Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM using a conventional steam or dry kiln heat chamber (treatment code for the mark: HT) shall be heat treated to a minimum core temperature of 56 degrees Celsius for a minimum of 30 minutes, and certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). WPM heat treated wood using dielectric heating (treatment code for the mark: DH) shall follow the requirements in ISPM 15, and shall be certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure the materials used in manufacture can be traced to the original source of heat treatment, and that the original source of the heat treatment obtained the necessary certifications.

(3) Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The ALSC approved quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the side of the stringer or end of the block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp.

(4) WPM marking: Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the side of the stringer or end of the block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp. Foreign manufacturers shall comply with ISPM -15 and shall have the marking of WPM verified in accordance with their National Plant Protection Organizations compliance program.

(e) Hazardous Materials (As applicable):

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

(2) Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

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

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers. A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(f) 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.

(g) SUPPLEMENTAL INSTRUCTIONS: N/A

[End of Clause]

CONTINUATION SHEET**Reference No. of Document Being Continued**

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Name of Offeror or Contractor:

INSPECTION AND ACCEPTANCE

| | | | |
|----|-----------|---|----------|
| 10 | 52.246-2 | INSPECTION OF SUPPLIES--FIXED-PRICE | AUG/1996 |
| 11 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |
| 12 | 52.246-11 | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT | DEC/2014 |

(a) The contractor shall comply with the higher-level quality standard(s) listed below.

ISO 9001:2008 (untailored)

(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in--

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require--

(i) Control of such things as design, work operations, in-process control, testing and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

| | | | |
|----|------------------------|--|----------|
| 13 | 52.209-4000 (TACOM) | NOTICE REGARDING FIRST ARTICLE TEST SAMPLE | MAR/2000 |
|----|------------------------|--|----------|

(a) The approved first article items, as described elsewhere in this contract, consist of a quantity of 2 that will be consumed or destroyed in testing. Any items consumed or destroyed in testing shall not be delivered as part of the contractually required quantity as set forth in the schedule. The cost of any items that are consumed or destroyed shall be included in the overall offer or contract price. A quantity of 1 that successfully passes all specified tests, less the destructive tests, if any, SHALL serve as a manufacturing standard for the remainder of the contract.

(b) A manufacturing standard is an item, which conforms to all technical performance requirements. A manufacturing standard will serve as 1) an aid in identifying configuration changes not controlled by the contractual design. 2) as an aid in identifying any process changes, or 3) as the approved workmanship sample, when required, unless alternate samples are submitted for specific characteristics by the Contractor and approved by the Government.

(c) The manufacturing standard will only be used to supplement contractual acceptance/rejection criteria for those process characteristics that require approved workmanship samples. For other characteristics, if configuration or process changes are identified in production units, the contractor will notify the contracting officer for disposition. Manufacturing items that serve as a manufacturing standard may be delivered as part of the contractual quantity with the last shipment made under this contract provided it meets all contractual requirements existing at time of delivery.

| | | | |
|----|------------------------|--|----------|
| 14 | 52.209-4333 (TACOM) | INSPECTION AND ACCEPTANCE (FIRST ARTICLE APPROVAL) | APR/2006 |
|----|------------------------|--|----------|

In addition to inspection requirements specified in applicable drawings and/or specifications, the following provisions shall apply to this contract:

(1) FIRST ARTICLE APPROVAL-CONTRACTOR TESTING: First Article Approval-Contractor Testing shall be performed in accordance with drawing 12480530.

(2) For the purpose of clarification of this document, the terminology "First Article" shall replace "INITIAL PRODUCTION INSPECTION" in all applicable specifications and drawings referenced herein.

(3) The First Article Test Report (FATR) shall be compiled by the contractor in the contractor's own format. The FATR shall document the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The FATR shall include actual inspections and test results to include all measurements, recorded test data, and certifications (as applicable) keyed to each drawing, specification, SQAP, QAR, QAP requirement and identified as such. The FATR shall contain sufficient narrative content, technical data, illustrations or photographic evidence, and an objective determination by the contractor to allow the designated Government representative to determine that the First Article Test was successfully completed.

[End of Clause]

CONTINUATION SHEET**Reference No. of Document Being Continued**

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15 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 VL IV for major characteristics and VL II for minor characteristics.

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

16 52.209-4012 NOTICE REGARDING FIRST ARTICLE APR/2000
 (TACOM)

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

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

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

[End of Clause]

17 52.211-4017 REQUIREMENTS FOR PRETREATMENTS AND CHEMICAL AGENT RESISTANT COATINGS MAR/2014
 (TACOM) LOCAL WARREN - PAINTED MATERIEL

(a) Scope

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

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

(b) Definitions

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

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

(c) General Requirements Clarifications

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

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

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

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

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

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

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

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

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

(d) Pre-Production Approval Clarifications

(1) Pre-production testing shall include:

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- (i) Thickness of each layer of the coating system;
- (ii) Coating system adhesion;
- (iii) Salt spray performance; and
- (iv) For phosphate pretreatments, the phosphate coating weight, crystal size and shape, and scanning electron microscope photos of the phosphate coatings at 500x and 1000x magnification.
- (2) Pre-production test samples shall be from the material used for production parts, pieces cut from production representative parts, or production representative parts. Standardized test coupons shall not be used.
- (3) Nine samples shall be produced for the required testing and shall include: three cleaned and pretreated test samples, three samples with the complete paint system and, depending on the CARC paint system, either three samples with pretreatment plus primer or three samples with metal-rich primer plus primer.
- (4) One or more ISO 17025 laboratories shall conduct pre-production testing on the nine test samples in accordance with (IAW) the applicable test method accreditations. The applicable ISO 17025 test method accreditations include ASTM B117 Salt Spray, ASTM B244 Thickness of Non-Conductive Coatings on Non-Magnetic Metals, ASTM B487 Measurement of Metal and Oxide Coating Thickness, ASTM B499 Thickness of Non-Conductive Coatings on Magnetic Metals, and ASTM D3359 Measuring Adhesion by Tape Test.
- (5) Unless required elsewhere in the contract and specifications, the CARC coating system applied to hot and cold rolled steel shall meet a minimum of 336 hours neutral salt spray resistance IAW ASTM B117.
- (6) Test procedures shall be submitted IAW the Contract Data Requirements List (CDRL) DI-NDTI-80603 documenting Pretreatment and Chemical Agent Resistant Coating procedures when this CDRL is included in the contract.
- (7) Test reports from the ISO 17025 accredited labs shall be submitted for Pretreatment and Chemical Agent Resistant Coating testing specified in paragraph (d)(4) of this clause IAW the Contract Data Requirements List (CDRL) DI-NDTI-80809 when this CDRL is included in the contract.
- (e) Production Testing Clarifications
- (1) At a minimum, ongoing production quality tests shall conducted and recorded daily for coating adhesion and coating thickness, and monthly for salt spray testing. Use of ISO accredited laboratories is optional for these ongoing tests of production parts.
- (2) Production parts or pieces cut from production parts shall be used for ongoing production quality testing. Standardized test coupons shall not be used.
- (3) Unless specified elsewhere in the contract and specifications, the CARC coating system applied to hot and cold rolled steel shall meet a minimum of 336 hours neutral salt spray resistance IAW ASTM B117.

(End of Clause)

18 52.211-4029 INTERCHANGEABILITY OF COMPONENTS MAY/1994
 (TACOM)

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

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

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

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

[End of clause]

19 52.242-4008 ROUTING OF SPECIAL PROCESS APPROVALS DEC/2005

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

| | |
|---------------|--|
| MIL-DTL-16232 | Phosphate Coating, Heavy, Manganese or Zinc Base |
| TT-C-490 | Chemical Conversion Coatings and Pretreatment for Ferrous Surfaces (Base for Organic Coatings) |
| MIL-W-12332 | Welding Resistance, Spot: Weldable Aluminum Alloys |
| MIL-W-45210 | Welding Resistance, Spot: Weldable Aluminum Alloys |

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*Drawing 12479550 Ground Combat Vehicle Welding Code - Steel

*Drawing 12472301 Ground Combat Vehicle Welding Code - Aluminum

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

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

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

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

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

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

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

[End of Clause]

20

52.246-4017
(TACOM)

ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL
PROCESS CONTROL (SPC))

FEB/2000

(a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirement 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 disapproval. Such request 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 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 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(G) Class IX--Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required

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for maintenance support of all equipment, excluding medical-peculiar repair parts; and

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

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

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

| Contract line, subline, or exhibit line item number | Location name | City | State | DoDAAC |
|---|----------------------------|-----------|-------|--------|
| 0001AA | DLA Distribution Red River | Texarkana | TX | W562RM |

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

(i) Shipments of bulk commodities.

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

(c) The Contractor shall--

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

(2) Use passive tags that are readable; and

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

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

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

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

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

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

(End of clause)

| | | | |
|----|-------------|-------------------|----------|
| 28 | 52.242-4022 | DELIVERY SCHEDULE | SEP/2008 |
| | (TACOM) | | |

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

(b) DEFINITIONS:

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

CONTINUATION SHEET

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(2) DELIVERY is defined as follows:

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

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

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

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

| ITEM NO. | QTY | WITHIN DAYS AFTER DATE OF CONTRACT AWARD |
|----------|--------------|--|
| 0001AB | 1 FAT Report | 270 Days (Due to ACO) |
| 0001AA | 115 | 420 Days |
| 0002AA | 115 | Undefinitized - Delivery schedule will be provided at the time of option |

exercise.

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

| ITEM NO. | QTY | WITHIN DAYS AFTER DATE OF CONTRACT AWARD |
|----------|-----|--|
| 0001AA | 115 | 150 Days |
| 0002AA | 115 | Undefinitized - Delivery schedule will be provided at the time of option |

exercise.

(d) Accelerated delivery schedule IS acceptable.

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

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

| ITEM NO. | QTY | WITHIN DAYS AFTER DATE OF CONTRACT AWARD |
|----------|-----|--|
|----------|-----|--|

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

| ITEM NO. | QTY | WITHIN DAYS AFTER DATE OF CONTRACT AWARD |
|----------|-----|--|
|----------|-----|--|

[End of Clause]

| | | | |
|----|------------------------|--|----------|
| 29 | 52.247-4017 (TACOM) | DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES | NOV/2009 |
|----|------------------------|--|----------|

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

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name,

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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 Sandard Point Locator Code.

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

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

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

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

[End of Clause]

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Name of Offeror or Contractor:

CONTRACT ADMINISTRATION DATA

30 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS

MAY/2013

(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).

-1-

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

-2-

(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 | -3- |
| Issue By DoDAAC | -4- |
| Admin DoDAAC | -5- |
| Inspect By DoDAAC | -6- |
| Ship To Code | -7- |
| Ship From Code | -8- |
| Mark For Code | -9- |
| Service Approver (DoDAAC) | -10- |
| Service Acceptor (DoDAAC) | -11- |
| Accept at Other DoDAAC | -12- |
| LPO DoDAAC | -13- |
| DCAA Auditor DoDAAC | -14- |
| Other DoDAAC(s) | -15- |

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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.

-16-

(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.

-17-

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

(End of clause)

| | | | |
|----|--------------|---|----------|
| 31 | 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]

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SPECIAL CONTRACT REQUIREMENTS

32 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.

CONTRACT CLAUSES

| | | | |
|----|--------------|---|----------|
| 33 | 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | JUL/2013 |
| 34 | 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | NOV/2014 |
| 35 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| 36 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | APR/2008 |
| 37 | 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT/1997 |
| 38 | 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | NOV/2011 |
| 39 | 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB/1997 |
| 40 | 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | AUG/2011 |
| 41 | 52.227-1 | AUTHORIZATION AND CONSENT | DEC/2007 |
| 42 | 52.232-23 | ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984) | APR/1984 |
| 43 | 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC/2013 |
| 44 | 52.243-1 | CHANGES--FIXED PRICE | AUG/1987 |
| 45 | 52.247-68 | REPORT OF SHIPMENT (REPSHIP) | FEB/2006 |
| 46 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |
| 47 | 252.203-7000 | REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS | SEP/2011 |
| 48 | 252.203-7002 | REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | SEP/2013 |

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| | | | |
|----|--------------|---|----------|
| 49 | 252.204-7000 | DISCLOSURE OF INFORMATION | AUG/2013 |
| 50 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| 51 | 252.204-7004 | ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT | FEB/2014 |
| 52 | 252.204-7006 | BILLING INSTRUCTIONS | OCT/2005 |
| 53 | 252.204-7012 | SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION | NOV/2013 |
| 54 | 252.204-7015 | DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS | FEB/2014 |
| 55 | 252.215-7000 | PRICING ADJUSTMENTS | DEC/2012 |
| 56 | 252.223-7008 | PROHIBITION OF HEXAVALENT CHROMIUM | JUN/2013 |
| 57 | 252.225-7001 | BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC | NOV/2014 |
| 58 | 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | DEC/2012 |
| 59 | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS | JUN/2011 |
| 60 | 252.225-7033 | WAIVER OF UNITED KINGDOM LEVIES | APR/2003 |
| 61 | 252.225-7048 | EXPORT-CONTROLLED ITEMS | JUN/2013 |
| 62 | 252.227-7013 | RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS | FEB/2014 |
| 63 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| 64 | 252.232-7003 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS | JUN/2012 |
| 65 | 252.232-7010 | LEVIES ON CONTRACT PAYMENTS | DEC/2006 |
| 66 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| 67 | 252.244-7000 | SUBCONTRACTS FOR COMMERCIAL ITEMS | JUN/2013 |
| 68 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2008 |
| 69 | 252.246-7001 | WARRANTY OF DATA--BASIC | MAR/2014 |
| 70 | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA--BASIC | APR/2014 |
| 71 | 52.209-1 | QUALIFICATION REQUIREMENTS | FEB/1995 |

(a) Definition. Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) usarmy.detroit.tacom.mbx.lcmc.competition-management-of@mail.mil

(Address) 6501 E. 11 Mile Rd., ATTN: AMSTA-CSC-M, Warren, MI 48397-5000

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offerors Name _____

Manufacturers Name _____

Sources Name _____

Item Name _____

Service Identification _____

Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Governments best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this

Name of Offeror or Contractor:

contract. Unless determined to be in the Governments interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of Clause)

72 52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE SEP/1989
I (JAN 1997) AND ALTERNATE II (SEP 1989)

(a) The Contractor shall test 3 unit(s) of Lot/Item 0001AA as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 270 calendar days from the date of this contract to the ACO 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)

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73 52.217-4001 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY FEB/2007
(TACOM)

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

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

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

[End of Clause]

74 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS DEC/2014
The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

75 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL DEC/2014
ITEMS)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (Feb 2009)(22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jul 2013).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

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(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (Oct 2014).

(ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).

(ii) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(v) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (Jul 2014/Sep 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13148) (Applies to services performed on Federal facilities).

(ix) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR[reg] Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(x) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(xi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(xii) 52.232-33, Payment by Electronic Funds Transfer/Central Contractor Registration (Jul 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

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(xiii) 52.232-34, Payment by Electronic Funds Transfer Other than Central Contractor Registration (Jul 2013). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xiv) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241). Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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(es): [://farsite.hill.af.mil/VFFARA.HTM](http://farsite.hill.af.mil/VFFARA.HTM) or [://farsite.hill.af.mil/VFDFARA.HTM](http://farsite.hill.af.mil/VFDFARA.HTM) or [://farsite.hill.af.mil/VFAFARA.HTM](http://farsite.hill.af.mil/VFAFARA.HTM)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Governments convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractors records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of Clause)

Name of Offeror or Contractor:

76

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.

(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)

77

52.223-3

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

JAN/1997

| | | |
|---------------------------|---|--|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-15-T-0041 | Page 32 of 49 MOD/AMD |
|---------------------------|---|--|

Name of Offeror or Contractor:

(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 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)

78 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

Name of Offeror or Contractor: _____

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)

79 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)

80 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)

81 252.223-7001 HAZARD WARNING LABELS DEC/1991

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

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

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

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

MATERIAL (If None, Insert None.) ACT

Name of Offeror or Contractor:

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

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

(End of clause)

82 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]

Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

| | | | |
|----|--------------|--|----------|
| 83 | 52.225-20 | PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION | AUG/2009 |
| 84 | 52.225-25 | PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION | DEC/2012 |
| 85 | 252.203-7005 | REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS | NOV/2011 |
| 86 | 252.227-7028 | TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT | JUN/1995 |
| 87 | 52.204-8 | ANNUAL REPRESENTATIONS AND CERTIFICATIONS | DEC/2014 |

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336360.

(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.

(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.

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

Name of Offeror or Contractor:

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 Contract Labor Standards to Contracts for Certain Services--

Name of Offeror or Contractor:

Certification.

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

| FAR Clause # | Title | Date | Change |
|--------------|-------|-------|--------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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

(End of provision)

88 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS DEC/2014
Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

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

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

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

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

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

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

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

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

Name of Offeror or Contractor:

(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)

89 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

Name of Offeror or Contractor:

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)

| | | | |
|----|-----------|----------------------|----------|
| 90 | 52.225-18 | PLACE OF MANUFACTURE | SEP/2006 |
|----|-----------|----------------------|----------|

(a) Definitions. As used in this clause

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

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

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

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

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

[] (2) Outside the United States.

(End of provision)

| | | | |
|----|--------------------------------------|--|----------|
| 91 | 252.209-7993 (DEV 2014- 00009) | REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-00009) | FEB/2014 |
|----|--------------------------------------|--|----------|

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of

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MOD/AMD

Name of Offeror or Contractor:

the funds made available by those divisions (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)

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| 92 | 252.209-7999 (DEV 2012- 00004) | REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004) | JAN/2012 |
|----|--------------------------------------|---|----------|

(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)

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| 93 | 252.225-7000 | BUY AMERICAN STATUTE--BALANCE OF PAYMENTS PROGRAM CERTIFICATE--BASIC | NOV/2014 |
|----|--------------|--|----------|

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" as used in the provision, have the meanings given in the Buy American and Balance of Payments Program--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

Name of Offeror or Contractor:

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program--Basic clause of this solicitation, the offeror certifies that

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

| | |
|-------------------------|--------------------------|
| <u>Line Item Number</u> | <u>Country of Origin</u> |
|-------------------------|--------------------------|

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

| | |
|-------------------------|-------------------------------------|
| <u>Line Item Number</u> | <u>Country of Origin (If known)</u> |
|-------------------------|-------------------------------------|

(End of provision)

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| 94 | 52.213-4007 | QUOTER REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA | FEB/1998 |
| | (TACOM) | | |

(a) As part of this quotation, we represent as the quoter that we--

- Do
- Do Not

anticipate that any supplies will be transported by sea in the performance of any purchase order resulting from this quotation.

(b) The term supplies is defined in the Transportation of Supplies by Sea clause, in DFARS 252.247-7023 to include all materials and components that, when purchased and transported by sea, are intended for use in items to be sold to the Government under this purchase order.

[End of Provision]

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| 95 | 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.

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| 102 | 52.215-1 | INSTRUCTIONS TO OFFERORS--COMPETITIVE | JAN/2004 |
| 103 | 52.211-14 | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE | APR/2008 |

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

(End of Provision)

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| 104 | 52.209-4005 (TACOM) | CONTRACT PRICE REDUCTION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL | FEB/1998 |
|-----|------------------------|--|----------|

(a) All offerors are required to insert an amount for 0001AA which includes the full price for First Article testing.

(b) In addition, those offerors intending to request a waiver of the First Article Approval requirement, as described elsewhere in this Section L, shall insert the total price for First Article Testing under Item 0001AB (See Section B of this solicitation). If the successful offeror requests and is granted a waiver, the dollar amount entered for item 0001AB will be deducted from the total amount cited for 0001AA. The remaining dollar amount will constitute the price at which award will be made.

[End of Provision]

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| 105 | 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)

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| 106 | 52.211-2 | AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) | MAY/2014 |
|-----|----------|--|----------|

(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>

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(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)

107 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>

108 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)

109 52.209-4007 PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL MAY/2006
(TACOM)

(a) The requirement entitled FIRST ARTICLE APPROVAL in Section I of this solicitation may be waived by the Government, provided that the offeror meets the conditions identified below.

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

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

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

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

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

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

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

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

(6) Supporting documentation.

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

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

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

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

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

[End of Provision]

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| 110 | 52.211-4047 | NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL | DEC/2004 |
| | (TACOM) | (NEGOTIATED) | |

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

(b) Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

[End of Provision]

115 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES OCT/2013

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]

116 52.245-4002 ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING MAR/1996
(TACOM)

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

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

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

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

[End of Provision]

EVALUATION FACTORS FOR AWARD

117 52.217-5 EVALUATION OF OPTIONS JUL/1990

118 52.209-4006 EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT JUL/2000

Name of Offeror or Contractor:

(TACOM)

(a) If the offeror submits a request for waiver of First Article Testing but fails to comply with the requirements of the provision entitled PROVISION FOR WAIVER, the requested waiver may not be granted. If the waiver is not granted, more favorable alternative offers of price or delivery, conditioned upon the granting of a waiver, will not be considered in the evaluation process.

(b) DELIVERY EVALUATION FACTORS:

(1) As specified in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL, and will require an accelerated delivery schedule if the successful offeror is granted such a waiver. However, in no case will a delivery schedule predicated upon waiver of the First Article Test requirement be considered as an evaluation factor for award, even if such a schedule would be more advantageous to the Government.

(2) If an offeror requests waiver of First Article Testing but takes exception to the accelerated delivery schedule set forth in the Section F clause entitled DELIVERY SCHEDULE (52.242-4022, TACOM) herein, such offeror is not eligible for the requested waiver. In consequence, any award to that offeror will reflect either (i) the Government-proposed delivery schedule shown in that same clause, or (ii) the contractor-proposed schedule in that clause, if the Government has accepted it.

(c) PRICE EVALUATION FACTORS: As specified in this solicitation, the Government reserves the right to waive the requirement in Section I entitled FIRST ARTICLE APPROVAL, and requests the price of the proposed First Article Test (at Section B, Item 0001AB) from offerors who elect to seek such a waiver. In the event that the offeror requests and receives a waiver of First Article Test requirements, the price for such testing, as identified by the offeror in Section B, Item 0001AB, shall be deducted from the total price otherwise cited for the material herein solicited. The offer will then be evaluated for award at the resulting alternate price.

(1) If the offeror requests a waiver of First Article Test requirements, but fails to separately identify the cost of First Article Testing in Section B, Item 0001AB of this solicitation, the Government reserves the right to evaluate the offer based upon the price for 0001AA, and to require that offeror perform on the contract at such price whether or not the First Article Requirement is waived, at no additional cost to the Government.

(2) If the offeror requests but is not granted a waiver of First Article Testing, evaluation for award will be based upon the full amount entered for 0001AA: the amount entered for item 0001AB will not be deducted by the Government.

[End of Provision]

119 52.209-4011 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD JAN/2001
(TACOM)

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

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

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

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

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

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

[End of Provision]

120 52.217-4003 EVALUATION OF INCOMPLETE OPTION PRICING FEB/1998
(TACOM)

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

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

(End of Provision)