

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1	of 61	Pages
2. Contract Number		3. Solicitation Number W56HZV-12-R-0313		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2013DEC19	
7. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-ADT-A WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	8. Address Offer To (If Other Than Item 7)				
6. Requisition/Purchase Number SEE SCHEDULE							

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 04:00pm (hour) local time 2014JAN20 (Date).

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

10. For Information Call:	A. Name ERIC BUCHHOLZ	B. Telephone (No Collect Calls)			C. E-mail Address ERIC.BUCHHOLZ@US.ARMY.MIL
		Area Code (586)	Number 282-9723	Ext.	

11. Table Of Contents

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OFFER (Must be fully completed by offeror)

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

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

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

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

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation
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22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item 25
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24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
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26. Name of Contracting Officer (Type or Print)	27. United States Of America (Signature of Contracting Officer)	28. Award Date
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ERIC BUCHHOLZ
 Buyer Office Symbol/Telephone Number: CCTA-ADT-A/(586)282-9723
 Type of Contract: Firm Fixed Price
 Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A000 ***

PLEASE READ THIS SUMMARY AND CITED CLAUSES CAREFULLY SO YOU UNDERSTAND WHAT IS TO BE SUBMITTED AND WHEN AND HOW IT WILL BE EVALUATED.

A.1 This Administrative Summary is provided as a synopsis of important and relevant features of this solicitation. If conflict exists between this summary and the provisions of the solicitation, the provisions of the solicitation govern. Please retrieve all documents from the Army Contracting Command-Warren website and FedBizOpps.

A.1.1 BACKGROUND: This Solicitation, W56HZV-12-R-0313, is being issued under the authority of the Federal Acquisition Regulations (FAR) Part 15. This solicitation will be issued as a small business set aside and will result in a single Firm-Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ) Contract over a five year period for the the following item:

Item Name: C2A1 Canister
 NSN: 4240-01-361-1319
 Performance Specification Number: MIL-PRF-51560C with Amendment 2, dated 20 March 2009

A.1.2 QUANTITIES FOR ORDERING: THIS EFFORT WILL BE AWARDED WITH THE FOLLOWING MINIMUM GUARANTEED QUANTITIES TO BE ORDERED UPON AWARD AND MAXIMUM ALLOWABLE QUANTITIES AS FOLLOWS:

Item Name: C2A1 Canister
 NSN: 4240-01-361-1319
 Performance Specification Number: MIL-PRF-51560C with Amendment 2, dated 20 March 2009
 Quantity: MIN: 50,000 EACH MAX: 3,000,000 EACH

A.1.3 RANGE PRICING: The ordering ranges, as shown in Sections B, J and M, are provided solely for the purpose of establishing reasonable ranges of quantities against which to provide prices, and to establish ordering limitations in the event that orders beyond the guaranteed minimum are executed.

Provide range and ordering period pricing for CLINs 0011, 0012, 0013, 0014, and 0015 using Attachment 0003 - Pricing Spreadsheet and input each unit price in range pricing provided in Section B.

Provide pricing for CLIN 0016 - First Article Test using Attachment 0003 - Pricing Worksheet and input the unit price in space provided in Section B.

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

A.1.4 TDP AND SPI LINK: The Technical Data Package (TDP) and the Special Packaging Instructions (SPI) can be found at (URL): <https://www.fbo.gov/notices/35d1315725f028ed7f9ed13e63a09c7a>

A.1.5 UNIQUE ASPECTS OF THIS SOLICITATION: We shall award no more than one Contract under this RFP. The award will be made to the responsible offeror whose proposal offers the lowest evaluated price. We are buying to TDP Number: MIL-PRF-51560 w/ Amendment 2. There is a requirement for Special Packaging Instructions: P5-3-1520, Rev. K, dated 11 Jul 2008. Government and Contractor First Article Test (FAT) is required. First Article Test must be Separately Priced.

23 Each, C2A1 Canisters shall be set aside from each production lot for shelf life extension testing.

A.1.6 NOTICE REGARDING FILL-INS: Please note that this solicitation contains several clauses and provisions which require you to complete a fill-in or representation. If you don't complete these fill-ins, your offer may be determined ineligible for award. So, please be careful to read and complete each such clause and provision, especially Section K of the solicitation. The completed Section K should be returned with your proposal.

A.1.7 NOTICE REGARDING CAGE CODES: DFARS provision 252.204-7001 requires you to include your Commercial and Government Entity (CAGE) code in block 15A on page one (1) of this solicitation, along with your name and address. If it will not fit in the space provided in block 15A please insert it here: _____.

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Name of Offeror or Contractor:

A.1.8 REQUIRED NOTIFICATION TO SUBCONTRACTORS: If awarded the contract, you should advise all potential suppliers and subcontractors of the DO/DX Rating assigned to orders resulting from your subcontractors. The Rating can be found next to Block 1 on the first line of the Standard Form 33 (SF33).

A.1.9 SET ASIDE INFORMATION: This solicitation is set aside for small businesses.

A.1.10 ACKNOWLEDGEMENT OF AMENDMENTS: Please acknowledge any amendments to this solicitation in the space provided in Block 14 of the SF33. Include the number and date of each amendment. Acknowledgment of all amendments received is important because failure to do so may make your offer ineligible for award.

A.1.11 REQUIRED COPIES IN RESPONSE TO THIS SOLICITATION: To be considered for award, you must return one signed original of your offer, completed and properly executed, by the time and date shown in block 9 of the SF33.

A.1.12 QUESTION/PROBLEM RESOLUTION: Routine questions regarding this solicitation should be directed to the buyer identified in Block 10 of the SF33. If you have more serious concerns, please seek resolution with the contracting officer. Additional sources of information can be found in the following provisions in Section L: NOTICE OF TACOM OMBUDSPERSON, and HQ AMC-LEVEL PROTEST PROGRAM.

A.1.13 INCONSISTENCIES BETWEEN THE ADMINISTRATIVE SUMMARY AND THE SOLICITATION: This administrative summary has been prepared as an aid to you the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. However, if you find any inconsistency between this administrative summary and the solicitation, please contact the buyer identified in Block 10 of the SF33.

*** END OF NARRATIVE A0001 ***

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

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

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

(c) Unless 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 <http://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=W56HZV12R0313

(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.

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Name of Offeror or Contractor:

(e) Note to offerors:

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

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

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

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

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

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

End of Provision

A-2	52.201-4000	ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON	APR/2011
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Information regarding the Ombudsperson for this contract is located at the following website:
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Provision]

A-3	52.214-4000	ACKNOWLEDGMENT OF AMENDMENTS	OCT/1993
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Data not printed.

A-4	52.214-4003 (TACOM)	ALL OR NONE	MAR/1998
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Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

(1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.

(2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of Provision]

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Name of Offeror or Contractor:

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

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

To be eligible to gain access to this export controlled TDP (via FedBizOpps or CD) you must have a current DD 2345, Militarily Critical Technical Data Agreement certification on file with the Defense Logistics Information Service (DLIS). To obtain certification, go to *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
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p>FIRST ORDERING PERIOD OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p>SECOND ORDERING PERIOD OF THE CONTRACT IS 366 DAYS THROUGH 730 DAYS AFTER CONTRACT AWARD.</p> <p>THIRD ORDERING PERIOD OF THE CONTRACT IS 731 DAYS THROUGH 1,095 DAYS AFTER CONTRACT AWARD.</p> <p>FORTH ORDERING PERIOD OF THE CONTRACT IS 1,096 DAYS THROUGH 1,460 DAYS AFTER CONTRACT AWARD.</p> <p>FIFTH ORDERING PERIOD OF THE CONTRACT IS 1,461 DAYS THROUGH 1,825 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING PERIOD IN WHICH THE ORDER IS ISSUED.</p> <p>NOTE: EACH ORDERING PERIOD ESTIMATE, AS WELL AS EACH OPTION PERIOD ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH CONTRACT FACTORS BUILT IN AND A 25% INCREASE PER PERIOD.</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS: THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0001 IS FOR THE FIRST ORDERING YEAR, CLIN 0002 IS FOR THE SECOND ORDERING YEAR, CLIN 0003 IS FOR THE THIRD ORDERING YEAR, 0004 IS FOR THE FOURTH ORDERING YEAR, AND 0005 IS FOR THE FIFTH ORDERING YEAR.</p> <p>THE INFORMATION PRESENTED BELOW APPLIES TO CLIN 0011AA.</p> <p>MINIMUM 5 YEAR QUANTITY:</p> <p>CLIN 0011AA: 50,000 EACH</p> <p>ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p> <p>MAXIMUM 5 YEAR QUANTITY:</p> <p>CLIN 0011AA: 3,000,000 EACH</p> <p>@@</p> <p>CAUTION: OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH DIRECTIONS IN THE TACOM-WARREN PROCUREMENT NETWORK WEBPAGE AT:</p> <p>HTTP://CONTRACTING.TACOM.ARMY.MIL/EBIDNOTICE.HTM</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0012	C2A1 CANISTER NSN: 4240-01-361-1319																			
0012AA	<p><u>PRODUCTION QUANTITY - SECOND ORDERING PERIOD</u></p> <p>COMMODITY NAME: C2A1 CANISTER</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>150000</td> <td>\$</td> </tr> <tr> <td>150001</td> <td>300000</td> <td>\$</td> </tr> <tr> <td>300001</td> <td>450000</td> <td>\$</td> </tr> <tr> <td>450001</td> <td>600000</td> <td>\$</td> </tr> </tbody> </table> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: MIL-PRF-51560C DATE: 20-MAR-2009</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	FROM	TO	UNIT PRICE	1	150000	\$	150001	300000	\$	300001	450000	\$	450001	600000	\$	600000(E)	EA	See Range Pricing	\$ _____
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Name of Offeror or Contractor:

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0015	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>C2A1 CANISTER NSN: 4240-01-361-1319</p>																			
0015AA	<p><u>PRODUCTION QUANTITY - FIFTH ORDERING PERIOD</u></p> <p>COMMODITY NAME: C2A1 CANISTER</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>150000</td> <td>\$</td> </tr> <tr> <td>150001</td> <td>300000</td> <td>\$</td> </tr> <tr> <td>300001</td> <td>450000</td> <td>\$</td> </tr> <tr> <td>450001</td> <td>600000</td> <td>\$</td> </tr> </tbody> </table> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: MIL-PRF-51560C DATE: 20-MAR-2009</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>C2A1 CANISTER</p>	FROM	TO	UNIT PRICE	1	150000	\$	150001	300000	\$	300001	450000	\$	450001	600000	\$	600000(E)	EA	See Range Pricing	\$ _____
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0016	C2A1 CANISTER																			

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-R-0313 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016AA	<p>NSN: 4240-01-361-1319</p> <p><u>FIRST ARTICLE TEST - SEPARATELY PRICED</u></p> <p>COMMODITY NAME: C2A1 CANISTER</p> <p>SEE SECTION E OF THE SOLICITATION FOR FIRST ARTICLE TEST REQUIREMENTS.</p> <p>DELIVERY OF FIRST ARTICLE TEST REPORT: 270 DAYS AFTER AWARD</p> <p>FIRST ARTICLE TEST IN ACCORDANCE WITH CDRL A006.</p> <p>Acceptance of FAT shall be performed by the ACO after approval of the PCO.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00006) SEE FIRST ARTICLE TEST CLAUSE FOR DISTRIBUTION</p>			\$ _____	\$ _____
0017	<p>FILTERS FOR SHELF LIFE TESTING</p>				
0017AA	<p><u>FILTERS FOR SHELF LIFE TESTING</u></p> <p>23 filters shall be set aside from each production lot for shelf life extension testing.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>	1	LO	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-R-0313 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A003	<p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 AS REQUIRED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p> <p><u>NOTICE OF REVISION (NOR)</u></p> <p>NOTICE OF REVISION (NOR) IN ACCORDANCE WITH CDRL A003. (End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 AS REQUIRED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>	1	EA	\$ _____	\$ _____
A004	<p><u>RECORD OF MEETING MINUTES</u></p> <p>RECORD OF MEETING MINUTES IN ACCORDANCE WITH CDRL A004 AND PARAGRAPH C.2. (End of narrative B001)</p> <p><u>Packaging and Marking</u></p>	1	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION C: ENGINEERING EXCEPTIONS CAN BE FOUND IN THE LINK ESTABLISHED FOR THIS SOLICITATION AT:
<https://www.fbo.gov/notices/35d1315725f028ed7f9ed13e63a09c7a>. THIS IS A DISTRIBUTION C AND EXPORT CONTROLLED TDP.

C.1 APPLICABLE DOCUMENTS

The most recent versions of the documents listed below, those in effect at the time of contract award, shall be utilized and will stay in effect throughout the life of the contract. Documents can be found at: http://assistdocs.com/search/search_basic.cfm. See also their corresponding Contract Data Requirements List (CDRL) provided as Exhibits and in Section J in the document summary.

SPECIFICATIONS/STANDARDS

MIL-STD-129/REV P STANDARD PRACTICE FOR MILITARY MARKING
 MIL-STD-2073-1/REV D STANDARD PRACTICE FOR MILITARY PACKAGING

C.2. MEETINGS/CONFERENCES (A004)C.2.1 Start of Work Meeting, in Accordance with TACOM Clause 52.204-4003

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer (KO), Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email. The Contractor shall make available contract administration personnel, management, engineers, and logistic support personnel as the Government deems required. In this meeting, the Contractor shall present detailed paths/milestone graphic presentations that define contractor performance necessary to meet contract delivery requirements as defined in the Scope of Work. The Contractor shall provide to the Government an internal list of all functional contractor personnel involved in this contract. This list will be upgraded as required to maintain accuracy.

C.2.2 Contract Status Review Conference:

As part of the overall contract management effort, the Contractor shall provide technical and managerial representative(s) to attend periodic meetings, at least once per year, at TACOM, to review contract status. This review shall be for one eight-hour day, or as specified. A conference may be called by either the Government or the Contractor to clarify any questions in regard to the contract requirements. Topics to be discussed shall include, but are not limited to, contract status, testing, production, logistics, technical issues, and deliverables. The Contractor will coordinate an agenda with the Procuring Contracting Officer (PCO) no later than 5 days prior to the meeting.

C.2.3. For All Meetings:

C.2.3.1 The Contractor shall take minutes of all meetings. The Procuring Contracting Officer (PCO) approved minutes (CDRL A004) shall be distributed to all parties no later than 10 days after the completion of the meeting.

C.2.3.2 When meetings are held at the Contractor's facility, the Contractor will make the following available for the Government's use:

C.2.3.4 Production or other required versions of any parts needed for viewing.

C.2.3.5 Required technical, logistics or other documentation (including drawings, computer data bases, publications, and other required data).

C.2.3.6 Computer resources, as required.

*** END OF NARRATIVE C0001 ***

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

Name of Offeror or 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]

C-4

52.248-4500

CONFIGURATION MANAGEMENT DOCUMENTATION

MAY/2013

TACOM (RI)

a. The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will affect a net life cycle cost), Notices of Revision (NORs), and Requests for Variance (RFVs) for the documents in this Technical Data Package (TDP). The contractor shall prepare these documents as required by the accompanying DD Form 1423, Contract Data Requirements List (CDRL).

b. Any contractor seeking to permanently depart from a requirement as spelled out in the TDP or any other baseline documentation under Government control, may propose to do so by submitting an ECP or VECP in accordance with (IAW) 5.5.3 of MIL-STD-3046. Both ECPs and VECPs shall be submitted to include NORs IAW 5.5.4 of MIL-STD-3046. The contractor shall not present any units incorporating any change to Government documentation until notified by the Government that the ECP or VECP has been approved and has been incorporated in the contract.

c. Any contractor seeking to temporarily depart from a requirement as spelled out in the TDP or any other baseline documentation under Government control, may request to do so by submitting an RFV IAW 5.5.8 of MIL-STD-3046. The contractor shall not present any units incorporating any variance to Government documentation until notified by the Government that the RFV has been approved and has been incorporated in the contract.

d. If the Government receives the same or substantially the same VECPs from two or more contractors, the contractor whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

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

(End of Clause)

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MOD/AMD

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-1	52.211-4501 TACOM (RI)	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	DEC/2007
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A. Military preservation, packing, and marking for the item identified above shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1, Revision D, Date 15 Dec 99 including Notice 1, dated 10 May 02 and the Special Packaging Instruction (SPI) contained in the TDP.

PRESERVATION: MILITARY
LEVEL OF PACKING: B
QUANTITY PER UNIT PACKAGE: 001
SPI NUMBER P5-3-1520, Rev. K, dated 07/11/2008

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

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

C.1. All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 4, dated 19 Sep 2007 including bar coding and a MSL label. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see <http://www.acq.osd.mil/log/rfid/index.htm> for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

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

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

F. Hazardous Materials (as applicable):

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

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

--International Air Transport Association (IATA) Dangerous Goods Regulations
--International Maritime Dangerous Goods Code (IMDG)

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--Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
 --Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO
 P4030.19/DLAM 4145.3 (for military air shipments).

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

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

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

SHELF-LIFE MARKINGS SHALL BE APPLIED PER MIL-STD-129 PARAGRAPH 5.2. SHELF-LIFE IS 60 MONTHS EXTENDIBLE.

(DS6419)

(End of Clause)

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

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

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

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

<u>Title</u>	<u>Number</u>	<u>Date</u>	<u>Tailoring</u>
Quality Management Systems - Requirements	ISO 9001:2008	15 Nov 2008	Untailored

(End of Clause)

E-5	52.209-4511 TACOM (RI)	FIRST ARTICLE TEST (GOVERNMENT TESTING)	JUL/2007
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a. The first article shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

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

d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: N/A The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected. Results of contractor inspections (including supplier's and vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). One copy of the contractor's inspection report with evidence of the QAR's verification shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

e. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

(ES6017)

(End of clause)

E-6	52.209-4512	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2001
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a. The first article shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be copy furnished to the Government Quality Assurance Representative at Edgewood Chemical Biological Center - Rock Island (ECBC-RI), office RDCB-DES-Q.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(ES6016)

(End of Clause)

E-7 52.209-4514 FIRST ARTICLE TESTING (CONTRACTOR) UTILIZATION OF ECBC LAB (TSA) FEB/2009
(ECBC-RI)

1. CLIN 0001, C2A1 Canister has a requirement for First Article Testing.

2. The elements of First Article Testing (FAT) that can be performed by the Edgewood Chemical Biological Center (ECBC), Rock Island at the prices stated will be included as attachment 0001 to the solicitation.

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

3. These elements may not be all inclusive of the FAT Requirements as stated in the solicitation. It is the successful offerors responsibility to ensure that all FAT Requirements are met.

Name of Offeror or Contractor:

4. It is not a requirement of this solicitation to utilize the ECBC Rock Island Lab, but an option available to all interested offerors.

5. If it is determined that ECBC Test Laboratories, Rock Island, will be utilized for conducting any of the above testing, it is the successful contractors responsibility to contact the Chief, ECBC-RI Test Laboratory to establish a Test Service Agreement (TSA) for necessary ECBC testing support. See contact information below.

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

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

6. The TSA will not be part of the resultant contract, but an independent agreement between the contractor and ECBC Rock Island. Payment to ECBC will be the responsibility of the successful offeror.

7. It is in the contractors best interest to contact the ECBC Test Lab as soon after contract award as possible to start the TSA process. Delay in contract performance due to failure to contact the lab and make arrangements in a timely manner is not an excusable delay.

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

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

___ The ECBC Lab will be utilized for this requirement.

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

(End of Clause]

E-8

52.246-4520

PRODUCTION LOT TESTING (CONFORMANCE INSPECTION - CONTRACTOR)

SEP/2012

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

(b) The samples shall be selected, examined, and tested in accordance with paragraph 4.3.5 of MIL-PRF-51560C, which includes agent/simulant testing of completed canisters by a laboratory certified by the Government (ECBC-RI, RDCB-DES-Q).

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

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

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

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

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

(End of clause)

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MOD/AMD

Name of Offeror or Contractor:

E-9 52.246-4530 PRODUCTION LOT ACCEPTANCE TESTING (GOVERNMENT FACILITY) DEC/1997
TACOM (RI)

(a) A production lot acceptance test sample is required to be submitted by the contractor from each production lot tendered to the Government for acceptance.

(b) The production lot acceptance test sample shall consist of carbon samples selected as specified in MIL-DTL-32101A, paragraphs 3.4 and 4.1. Table IV of the specification requires testing of the ASZM-TEDA carbon used in the C2A1 canister, by a certified GOVERNMENT laboratory, prior to its use in production of the C2A1 canister. This is a requirement for carbon for the canister First Article samples as well as for each production lot of canisters.

(c) The production lot acceptance test sample units shall be randomly selected from the entire lot by, or in the presence of, the Government Quality Assurance Representative (QAR). Prior to selection of the production lot acceptance test sample units, the lot shall have been inspected to, and shall meet all requirements of, the contract. Unless authorized by the Contracting Officer, a test sample shall not be submitted from a lot which is or has been rejected for nonconformance to the detailed requirements of the contract, the specification(s), and/or the drawing(s).

(d) The production lot acceptance test sample (including, if applicable, basic issue items and/or repair parts) shall be packaged and packed in accordance with contract; if packaging and packing requirements are not specified in the contract, the production lot acceptance test sample shall be packaged and packed in accordance with best commercial practices. The production lot acceptance test sample shall be appropriately marked, to include the drawing/part number, the contract number, the name of the contractor, and FOR PRODUCTION LOT ACCEPTANCE TESTING. The production lot acceptance test sample shall be accompanied by a DD Form 1222, Request for and Results of Test, appropriately completed by the Government QAR. A copy of the results of the Contractor's examination and/or test shall be attached to the DD Form 1222. Simultaneous with shipment of the production lot acceptance test samples, a copy of the DD form 1222 (including attached documentation) shall be submitted to:

Protection Equipment Test Branch
Edgewood Chemical Biological Center, Engineering Directorate
ATTN: Ms. Mary McNally
5183 Blackhawk Road, Bldg E5100
Aberdeen Proving Grounds/Edgewood Area, MD 21010-5424

Or

US Army Pine Bluff Arsenal
Testing and Surveillance Division
10020 Kabrich Circle
ATTN: SJMPB-CBT/ Mr. Terry Hardin
Pine Bluff, AR 71602-9500

(e) The production lot acceptance test sample shall be shipped Free on board (FOB) Destination to the location designated below unless transportation protective service and/or transportation security is required (by other provision of this contract); if transportation protective service and/or transportation security is required, the test sample shall be shipped FOB origin on a Government Bill of Lading (GBL).

Shipping destination

Protection Equipment Test Branch
Edgewood Chemical Biological Center, Engineering Directorate
ATTN: Ms. Mary McNally
5183 Blackhawk Road, Bldg E5100
Aberdeen Proving Grounds/Edgewood Area, MD 21010-5424

Or

US Army Pine Bluff Arsenal
Testing and Surveillance Division
10020 Kabrich Circle
ATTN: SJMPB-CBT/ Mr. Terry Hardin
Pine Bluff, AR 71602-9500

(f) The production lot acceptance test sample shall be examined and tested by the Government for and/or in accordance with MIL-DTL-32101A w/Amendment 1, 16 February 2011.

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Name of Offeror or Contractor:

ACCEPTANCE POINT:

(Name) (CAGE)

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

[End of Clause]

E-12 52.246-4515 INCLUSION OF TESTING COSTS
(FCBC-RI)

APR/2012

1. All test costs associated with the performance of this contract shall be borne by the contractor and shall be part of the overall unit cost of the item(s) to be delivered under this contract, except the First Article Test (FAT) which shall be separately priced.

2. These costs shall include, but are not limited to:

(a) All pre-production material evaluations.

(b) All production lot acceptance inspection/test costs required to be performed or directed by government documents, contract clauses, drawing, specification or publications used to determine material compliance or suitability for use in this contract.

(c) All transportation and/or shipping costs associated with the performance of FA tests and/or production lot testing/acceptance inspection.

(d) All inspections and tests performed by government or commercial test laboratories.

3. Testing that cannot be performed by a commercial testing laboratory because it involves actual chemical agents or simulant, and/or unique equipment may be contracted with the Edgewood Chemical Biological Center (ECBC) Test Laboratories, Aberdeen Proving Grounds, MD. A test service agreement (TSA) will be established for this testing. It is the responsibility of the contractor to contact the ECBC Testing Laboratories for a cost estimate of the testing, which will be included in the contractor's proposed unit price.

4. Contacts for obtaining cost estimates for agent or simulant and physical testing or chemical agent testing are as follows:

For agent or simulant and physical testing:

Chief
Test, Reliability & Evaluation Branch
Edgewood Chemical Biological Center
Email: APGR-ECBCTREB@conus.army.mil

And/or:

For chemical agent testing:

Chief
Protective Equipment Test Branch
Edgewood Chemical Biological Center
Email: APGR-ECBCProtectiveEquipmentTestBranch@conus.army.mil

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

Email: svc.ecbc.techor.apgr@conus.army.mil
Technical Industrial Liaison Officer
Edgewood Chemical Biological Center
5183 Blackhawk Road
Building E3330
Aberdeen Proving Ground, MD 21010-5424

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

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(ES7020)

(End of clause)

E-13 52.246-4516 LAB PERFORMANCE CERTIFICATION REQUIREMENTS
(ECBC-RI)

NOV/2006

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

1. Complete/fill out Certification Testing Log Sheet. To obtain a copy of Certification Testing Log Sheet, please request a copy from: usarmy.RIA.ecbc.mbx.labcerts@mail.mil.
2. Send completed Testing Log Sheet within 30 days of award of contract/delivery order/option/add-on to the contract, to Edgewood Chemical Biological Center-Rock Island, RDCB-DES-Q, ATTN: Qualification Procedure Team Lead; by FAX to 309-782-1919, or email to: usarmy.RIA.ecbc.mbx.labcerts@mail.mil.
3. After receiving the completed Testing Log Sheet, a Quality Assurance Representative will schedule a visit to the testing facility within 15 calendar days of receipt of the documentation for the initial award of each NSN OR non-NSN that requires Agent/Simulant testing on the contract, and each year thereafter, if required.
4. The Quality Assurance Representative will verify or complete the following regarding the Performance Certification requirements, but is not limited to:
 - a. Ensure the testing facility has the appropriate tech data packages or performance specification as required by the contract.
 - b. Type of Agent/purity level 90% or above is recommended
 - c. Test equipment (calibration methods/standards)
 - e. Testing Processes/Procedures/Work Instructions
 - f. Technical documentation, including drawings, specifications, handbooks, manuals, and other technical publications
 - g. Training qualifications (records) to conduct test
5. The Government will notify the Contractor within 5 days of the visit as to whether the Performance Certification requirement has been met or not. If the performance certification requirement has been met, a lab Performance Certification letter and certificate will be issued, authorizing the testing facility to conduct testing. The Contractor may commence the required testing upon authorization.

(ES7021)

(End of Provision)

E-14 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL
TACOM RI

MAY/1994

- a. Rework and Repair are defined as follows:
- (1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
 - (2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

Name of Offeror or Contractor:

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

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

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

(ES7012)

(End of Clause)

E-15 52.246-4532 DESTRUCTIVE TESTING
 TACOM RI

MAY/1994

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

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

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

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

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

(ES7011)

(End of Clause)

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-6	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-7	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-8	52.242-4022 (TACOM)	DELIVERY SCHEDULE	SEP/2008

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

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

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

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
001X	40,000 a month	270 days after award

(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
001X	40,000 a month	120 days after award

(d) Accelerated delivery schedule is acceptable with Contracting Officer approval.

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

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

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

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
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[End of Clause]

F-9

52.247-4457
(TACOM)

LONG TERM CONTRACTS - FOB DESTINATION

OCT/1999

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

100%

XU W0L7 BLUE GRASS ARMY DEPOT
BLUE GRASS ARMY DEPOT
431 BATTLEFIELD MEMORIAL HIGHWAY
RICHMOND, KY, 40475-5070

(End of Clause)

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Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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G-1	52.242-4007	WIDE AREA WORKFLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS APR/2008	AUG/2012
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The contractor shall use WAWF to electronically process invoices for payment and receiving reports. The contractor shall register to use WAWF and take the Web-based training at [://wawf.eb.mil](http://wawf.eb.mil). Direct any questions relating to the system and vendor training to the Ogden Help Desk at 866-618-5988.

To properly route an invoice and receiving report through WAWF, the contractor shall indicate the following when prompted:

- Select the appropriate type of invoice as indicated below. It is imperative that contractors select the proper type of invoice. Improper selection of an invoice type will result in the delay of a payment or the rejection of an invoice submittal.

_____ Invoice and Receiving Report Combo (Supplies)
Use for contracts that are entirely for supply requirements or for contracts that are predominantly for supply requirements but also includes minimal service line items.

_____ Invoice 2-in-1 (Services)
Use for contracts that are entirely for service requirements.

- Use the following DoDAAC (Department of Defense Activity Address Code) codes when prompted:

Your firms CAGE Code: (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26) (Indicate)
 Issue and Admin DoDAAC Code: (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26) (Indicate)
 Ship-To DoDAAC Code: (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449) (Indicate)
 Accept-By DoDAAC Code: (Indicate)
 Payment DoDAAC Code: (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26) (Indicate)

- Include the Purchase Request Number as specified in each Contract Line Item Number (CLIN). This number can be found at the bottom of the extended description of each CLIN. NOTE: The purchase request number may be different for each CLIN.

- Indicate the proper Unit of Measure as specified in each CLIN. Failure to indicate the proper Unit of Measure will lead to vendor pay issues. For ALL shelf-life items and those that require serial numbers, contractors shall include their serial numbers, manufacturing lot information and the lot information for the carbon used (if any) in WAWF submissions. Include this information in the Description field.

For ALL shelf-life items and those that require serial numbers, contractors shall include their serial numbers, manufacturing lot information and the lot information for the carbon used (if any) in WAWF submissions. Include this information in the Description field.

Acceptance of FAT shall be performed by the ACO after approval by the PCO.

- Indicate the following Acceptor, Alternate Acceptor, and Contract Specialist when the WAWF system prompts for additional e-mail submission after clicking Signature.

Primary Acceptor Name: TBD
 Primary Acceptor e-mail: TBD

Alternate Acceptor Name: TBD
 Alternate Acceptor e-mail: TBD

Contract Specialist Name: Eric Buchholz
 Contract Specialist e-mail: eric.m.buchholz4.civ@mail.mil

To track the status of an invoice, in WAWF click on the link, Pay Status (myInvoice-External link) found under the tab named Lookup or by going to [://myinvoice.csd.disa.mil/index.html](http://myinvoice.csd.disa.mil/index.html). If the payment office indicated in the contract is Columbus, direct any payment related questions to the Defense Finance Accounting Services (DFAS) Columbus at 800-756-4571. If the payment office is other than Columbus, contact the contract administrator for the customer service phone/fax numbers.

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[End of clause]

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

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

[End of Clause]

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN/2010
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-12	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-14	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-15	52.210-1	MARKET RESEARCH	APR/2011
I-16	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-17	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-18	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-19	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-20	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-21	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-22	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
I-24	52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV/2011
I-25	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-26	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	NOV/2013
I-27	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-29	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-30	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-32	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-33	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-34	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-35	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-36	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-37	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-38	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
I-39	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-40	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-41	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-42	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-43	52.232-1	PAYMENTS	APR/1984
I-44	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-45	52.232-11	EXTRAS	APR/1984
I-46	52.232-17	INTEREST	OCT/2010
I-47	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-48	52.232-25	PROMPT PAYMENT	JUL/2013
I-49	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-50	52.233-1	DISPUTES	JUL/2002
I-51	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-52	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-53	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-54	52.242-13	BANKRUPTCY	JUL/1995
I-55	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-56	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-57	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL/2013

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I-58	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-59	52.245-9	USE AND CHARGES	APR/2012
I-60	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-61	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-62	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-63	52.248-1	VALUE ENGINEERING	OCT/2010
I-64	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-65	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-66	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-67	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-68	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-69	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-70	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-71	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-72	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-73	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
I-74	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-75	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-76	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-77	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-78	252.216-7004	AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL	SEP/2011
I-79	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-80	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
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I-82	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-83	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-84	252.225-7013	DUTY-FREE ENTRY	OCT/2013
I-85	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-86	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-87	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-88	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-89	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-90	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	JUN/2013
I-91	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	MAY/2013
I-92	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	JUN/2013
I-93	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-94	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-95	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-96	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-97	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-98	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-99	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-100	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-101	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-102	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
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I-104	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-105	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-106	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-107	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
I-108	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989

(a) The First Article Test will be as follows:

Name of Offeror or Contractor:

A First Article sample of 600 C2A1 Canisters shall be produced and packaged in their shipping containers and inspected/tested in accordance with MIL-PRF-51560Cw/amd 2 (dtd 20 March 2009), para 4.2 w/ Table III. Samples required for Government First Article Testing (see end of narrative) shall be selected from this First Article sample. Toxicity clearance will be required from the US Army Center for Health Promotion and Preventative Medicine (CHPPM) for all C2A1 Canister materials, IAW MIL-PRF-51560Cw/amd2. If no changes were made from previous production materials, a copy of the toxicity approval letter and a CoC stating that no changes have been made since toxicity approval was granted, will be acceptable. Results of the Government testing, per MIL-DTL-32101A, of the carbon lot used to produce the FA sample shall be provided with the FATR. The DMMP and CK testing must be performed by an independent laboratory certified by the Government per clause ES 7021. As determined by the Government, the samples shall be subject to any or all test and inspection requirements of the associated drawings and specifications.

A packaging First Article shall be performed IAW SPI P5-3-1520, Part II, para 1, dtd 11 July 2008. All 600 canisters in the FA sample shall be examined for characteristics 101-109, Part III of the SPI. A minimum of 50 each unit pack assemblies shall be required for the packaging sealing film removal test, characteristic 110. A Certificate of Conformance (CoC) shall be provided for all materials submitted with the report. Pictures are not required, but will expedite the packaging approval process. The FA report shall be reviewed by the DCMA QAR before submission to the PCO.

First Article (Government Test): The materials and quantities shall be shipped to the selected Government facility for testing:

Protection Equipment Test Branch
Edgewood Chemical Biological Center, Engineering Directorate
ATTN: Ms. Mary McNally
5183 Blackhawk Road, Bldg E5100
Aberdeen Proving Grounds/Edgewood Area, MD 21010-5424

Estimated Government Test Costs: A Test Service Agreement (TSA) must be established for testing cost.

At least 15 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 Contracting Officer marked First Article Test Report: Contract No. _____, Lot/Item No. _____. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

(e) 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.

(f) 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.

(g) 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.

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Name of Offeror or Contractor:

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

(End of Clause)

I-109 52.209-4 FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING (SEP 1989) -- ALTERNATE SEP/1989
I (JAN 1997) AND ALTERNATE II (SEP 1989)

(a) The Contractor shall deliver:

20 each C2A1 Canisters, to be tested for Sarin (GB) gas life, in accordance with (IAW) MIL-PRF-51560C w/amd 2, para 4.3.6.11.

3 each C2A1 Canisters to be tested for resistance to thermal radiation, para 4.3.6.21.

3 each C2A1 Canisters to be tested for resistance to blast, para 4.3.6.23.

20 each C2A1 Canisters and eight 6x6 specimens of external canister material, to be tested for liquid agent permeation, para 4.3.6.9. The thermal radiation and blast tests shall be performed at White Sands Missile Range, NM. (see para 6.6. of MIL-PRF-51560C w/amd 2).

within 270 calendar days from the date of this contract to the Government at:

Protection Equipment Test Branch
Edgewood Chemical Biological Center, Engineering Directorate
ATTN: Ms. Mary McNally
5183 Blackhawk Road, Bldg E5100
Aberdeen Proving Grounds/Edgewood Area, MD 21010-5424

The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 30 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

(e) Unless otherwise provided in the contract, the Contractor --

(1) Shall remove and dispose of any first article from the Government test facility at the Contractors expense.

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

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

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

(1) progress payments, or

Name of Offeror or Contractor:

(2) termination settlements if the contract is terminated for the convenience of the Government.

If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

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

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

(End of Clause)

I-110

52.216-19

ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 150,000 EACH, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 600,000 EACH;

(2) Any order for a combination of items in excess of 600,000 EACH; or

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

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

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

(End of Clause)

I-111

52.216-22

INDEFINITE QUANTITY

OCT/1995

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

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

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

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

(End of Clause)

I-112

252.203-7004

DISPLAY OF FRAUD HOTLINE POSTER(S)

DEC/2012

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

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Name of Offeror or Contractor:

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

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

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

N/A

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

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

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

(2) Is performed entirely outside the United States.

(End of clause)

I-113 252.216-7006 ORDERING MAY/2011

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

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

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

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

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

(End of Clause)

I-114 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

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Name of Offeror or Contractor:

paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

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

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

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

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

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

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

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

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

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

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

(End of Clause)

I-116 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

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

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

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

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

Warning

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

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

(End of Clause)

I-117 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>

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(End of Clause)

I-118 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of Clause)

I-119 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005

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

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

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

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

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

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

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

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

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

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

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

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

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

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Name of Offeror or Contractor:

(End of clause)

I-120 252.223-7001 HAZARD WARNING LABELS DEC/1991

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

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

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

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

MATERIAL (If None, Insert None.) ACT

_____	_____
_____	_____
_____	_____

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

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

(End of clause)

I-121 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.

Name of Offeror or Contractor:

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

[End of Clause]

I-122 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM

APR/2006

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

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

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

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor%20protege/)

or

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

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

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	A001 ENGINEERING CHANGE PROPOSAL		001	EMAIL
Exhibit B	A002 REQUEST FOR DEVIATION (RFD)		001	EMAIL
Exhibit C	A003 NOTICE OF REVISION (NOR)		001	EMAIL
Exhibit D	A004 RECORD OF MEETING MINUTES		001	EMAIL
Exhibit E	A005 CERTIFICATE OF CONFORMANCE (COC)		001	EMAIL
Exhibit F	A006 FIRST ARTICLE TEST REPORT (FATR)		001	EMAIL
Exhibit G	A007 PRODUCTION LOT ACCEPTANCE REPORT		001	EMAIL
Attachment 0001	ECBC QUOTE LETTER		001	EMAIL
Attachment 0002	DOCUMENT SUMMARY LIST		001	DATA
Attachment 0003	PRICING SPREADSHEET		001	DATA
	<u>Regulatory Cite</u>	<u>Title</u>		<u>Date</u>

J-1 52.204-4500 ADDITIONAL ATTACHMENTS FEB/2012
TACOM (RI)

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

Title / Number of Pages

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

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

1 Pg

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

1 Pg

Data Delivery Description Engineering Change Proposal

9 Pgs

Data Delivery Description Notice of Revision

2 Pgs

Data Delivery Description Request for Deviation

4 Pgs

Guidance on Documentation of Contract Data Requirements List (CDRL)

2 Pgs

Name of Offeror or Contractor:

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

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

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL/2013
K-2	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-3	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-4	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-5	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JUL/2013

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 339113.

(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.

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xvii) 52.225-4, Buy American Act Free Trade Agreements Israeli Trade Act Certificate. (Basic, 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 \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 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

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

Name of Offeror or Contractor:

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

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

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

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

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

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

- (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- (ii) 252.225-7000, Buy American Balance of Payments Program Certificate.
- (iii) 252.225-7020, Trade Agreements Certificate.
- Use with Alternate I.
- (iv) 252.225-7022, Trade Agreements Certificate Inclusion of Iraqi End Products.
- (v) 252.225-7031, Secondary Arab Boycott of Israel.
- (vi) 252.225-7035, Buy American Free Trade Agreements Balance of Payments Program Certificate.
- Use with Alternate I.
- Use with Alternate II.
- Use with Alternate III.
- Use with Alternate IV.
- Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the 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.

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Name of Offeror or Contractor:

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

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

(End of provision)

K-10

52.225-18

PLACE OF MANUFACTURE

SEP/2006

(a) Definitions. As used in this clause

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

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

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

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

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Name of Offeror or Contractor:

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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

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

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

(2) Outside the United States.

(End of provision)

K-11 252.209-7995 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX APR/2013
 (DEV 2013- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW -- FISCALYEAR
 00010) 2013 APPROPRIATIONS (DEV 2013-00010)

(a) In accordance with sections 8112 and 8113 of Division C and sections 514 and 515 of Division E of the Consolidated and Further Continuing Appropriations Act, 2013, (Pub. L. 113-6), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that--

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

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

(b) The Offeror represents that--

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

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

(End of provision)

K-12 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.

Name of Offeror or Contractor:

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

[End of Provision]

K-13 52.215-4010 AUTHORIZED NEGOTIATORS MAR/2013
 (TACOM)

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

PERSONS AUTHORIZED TO NEGOTIATE

NAME: _____
 TITLE: _____
 TELEPHONE NUMBER: _____
 EMAIL ADDRESS: _____

NAME: _____
 TITLE: _____
 TELEPHONE NUMBER: _____
 EMAIL ADDRESS: _____

[End of Provision]

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

(a) Definitions.

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

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

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

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

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

[End of Provision]

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

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

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Name of Offeror or Contractor:

(2) The offer is predicated on authorized rent-free use of Government-owned property.

(d) An offeror's insertion or non-insertion of an evaluation factor constitutes, respectively, the offeror's certification that his offer is or is not so predicated. The evaluation factor will be added to the offered price for evaluation purposes. See additional provisions concerning Government-owned property in Sections L and M herein.

(e) CAUTION: Rental charges for the use of Government-owned property may accrue, if timely and appropriate approval of rent-free use is not obtained.

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE (JAN 2004) -- ALTERNATE II (OCT 1997)	OCT/1997
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	252.215-7008	ONLY ONE OFFER	OCT/2013
L-6	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

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

(End of Provision)

L-7	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm-Fixed-Price, Indefinite Delivery Indefinite Quantity (ID/IQ) contract resulting from this solicitation.

(End of Provision)

L-8	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (Army Contracting Center Warren - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Warren, MI 48397-5000).

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

(End of Provision)

L-9	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29	AUG/1998
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(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

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

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Name of Offeror or Contractor:

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

(End of Provision)

L-10 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS JAN/2006
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION
INFORMATION SYSTEM (ASSIST)

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

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

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

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

(End of Provision)

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

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

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

(End of clause)

L-12 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES MAY/2011
(TACOM) (NON-US POSTAL SERVICE MAIL)

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

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

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

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

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Name of Offeror or Contractor:

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

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

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

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

[End of Provision]

L-13 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

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

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

[End of Provision]

L-14 DA, 52.215-5111 ABILITY ONE SUBCONTRACTING CREDIT APR/2010

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

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

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

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

[End of provision]

L-15 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]

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

Page 61 of 61

PIIN/SIIN W56HZV-12-R-0313

MOD/AMD

Name of Offeror or Contractor:

analysis techniques). Unbalanced offers may be determined unacceptable. See FAR 15.404-1(g) for more information on unbalanced offers.

[End of Clause]

M-2 52.209-4011 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD JAN/2001
(TACOM)

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

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

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

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

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

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

[End of Provision]

M-3 52.216-4006 METHOD OF PRICE EVALUATION NOV/2007
(TACOM)

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

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

[End of Provision]

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

-
- A. CONTRACT LINE ITEM NO.: 0009
 - B. EXHIBIT: A
 - C. CATEGORY:
 - D. SYSTEM/ITEM: C2A1 Canister Filters
 - E. CONTRACT/PR NO.: W56HZV-12-R-0313
-

- 1. DATA ITEM NO. A001
- 2. TITLE OF DATA ITEM: ENGINEERING CHANGE PROPOSAL (ECP)
- 3. SUBTITLE:
- 4. AUTHORITY: DI-CMAN-80639C*
- 5. CONTRACT REFERENCE: Section C; Clause 52.248-4500
- 6. REQUIRING OFC: RDAR-EIS-PD
- 7. LT
- 8. -
- 9. **
- 10. FREQUENCY: AS REQ
- 11. AS OF DATE:
- 12. DATE OF FIRST SUBMISSION: AS REQ
- 13. DATE OF SUB: AS REQ
- 14. DISTRIBUTION: email ECP to usarmy.RIA.ecbc.mbx.cmaction@mail.mil / A. ADDRESSEES B. COPIES DRAFT / 1 FINAL
SEE ADDRESS CODE // DISTRIBUTION ADDRESS ATTACHMENT//
- 15. TOTAL: 1

16. Remarks:

*CONTRACTOR FORMAT IS ACCEPTABLE, DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). MIL-HDBK-61 MAY BE USEFUL IN DEFINING CONTENT. **DIST STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MGR. ***ELECTRONIC FILES MUST BE LESS THAN 7MB. THE ECP SHORT FORM AND ECP PAGE 1 LOCATED AT
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* H Y P E R L I N K " <https://www.pica.army.mil/prodtechdata/cmdocs-links.htm>
"https://www.pica.army.mil/prod_techdata/cmdocs-links.htm ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM (DD FORMS 1692 AND 1693).

-
- 17. PREPARED BY: Eric Buchholz 19. APPROVED BY: Dee Riese
 - 18. DATE: 20. DATE:
-

DD FORM 1423-E

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

-
- A. CONTRACT LINE ITEM NO.: 0009
B. EXHIBIT: B
C. CATEGORY:
D. SYSTEM/ITEM: C2A1 Canister Filters
E. CONTRACT/PR NO.: W56HZV-12-R-0313

-
1. DATA ITEM NO. A002
2. TITLE OF DATA ITEM: REQUEST FOR DEVIATION (RFD)
3. SUBTITLE:
4. AUTHORITY: DI-CMAN-80640C
5. CONTRACT REFERENCE: Section C; Clause 52.248-4500
6. REQUIRING OFC: RDAR-EIS-PD (RI)
7. LT
8. APP CODE:
9. DIST. STATEMENT REQUIRED: X
10. FREQUENCY: AS REQ
11. AS OF DATE:
12. DATE OF FIRST SUBMISSION: AS REQ
13. DATE OF SUB:
14. DISTRIBUTION: email RFD to usarmy.RIA.ecbc.mbx.cmaction@mail.mil A. ADDRESSEES B. COPIES DRAFT / 1 FINAL COPY
SEE ADDRESS CODE // DISTRIBUTION ADDRESS //
15. TOTAL:1

16. Remarks: *SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF RFD. ADEQUATE DATA/ANALYSIS/TESTING TO SUPPORT THE POSITION RELATIVE TO PARA 24 AND 25 OF DATA DELIVERY DESCRIPTION SHALL BE INCLUDED. CONTRACTOR FORMAT IS ACCEPTABLE, BUT DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). MIL-HDBK-61 MAY BE USEFUL IN DEFINING CONTENT. **DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIG MGR. ***ELECTRONIC FILES MUST BE LESS THAN 7 MB. THE RFD FORM LOCATED AT https://www.pica.army.mil/prod_techdata/cmdocs-links.htm IS THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM (DD FORM 1694).

-
17. PREPARED BY: Eric Buchholz 19. APPROVED BY: Dee Riese
18. DATE: 20. DATE:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

-
- A. CONTRACT LINE ITEM NO.: 0009
B. EXHIBIT: C
C. CATEGORY:
D. SYSTEM/ITEM: C2A1 Canister Filters
E. CONTRACT/PR NO.: W56HZV-12-R-0313

-
1. DATA ITEM NO. A003
2. TITLE OF DATA ITEM: NOTICE OF REVISION (NOR)
3. SUBTITLE:
4. AUTHORITY: DI-CMAN-80642C
5. CONTRACT REFERENCE: Section C; Clause 52.248-4500
6. REQUIRING OFC: RDAR-EIS-PD (RI)
7. LT
8. APP CODE:
9. DIST. STATEMENT REQUIRED: X
10. FREQUENCY: AS REQ
11. AS OF DATE:
12. DATE OF FIRST SUBMISSION: AS REQ
13. DATE OF SUB:
14. DISTRIBUTION email NOR to usarmy.RIA.ecbc.mbx.cmaction@mail.mil. ADDRESSEES B. COPIES DRAFT / 1 FINAL COPY
SEE ADDRESS CODE // DISTRIBUTION ADDRESS //
15. TOTAL: 1

16. Remarks:

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

-
17. PREPARED BY: Eric Buchholz 19. APPROVED BY: Dee Riese
18. DATE: 20. DATE:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0009
B. EXHIBIT: D
C. CATEGORY:
D. SYSTEM/ITEM: C2A1 Canister Filters
E. CONTRACT/PR NO.: W56HZV-12-R-0313

1. DATA ITEM NO. A004
2. TITLE OF DATA ITEM: RECORD OF MEETING MINUTES
3. SUBTITLE:
4. AUTHORITY:
5. CONTRACT REFERENCE: Section C, para. C.2; Section C, Clause 52.204-4003
6. REQUIRING OFC: RDAR-EIS-PD
7. LT
8. -
9. **
10. FREQUENCY: AS REQ
11. AS OF DATE:
12. DATE OF FIRST SUBMISSION: AS REQ
13. DATE OF SUB: AS REQ
14. DISTRIBUTION / A. ADDRESSEES B. COPIES DRAFT / 1 FINAL COPY
SEE ADDRESS CODE // DISTRIBUTION ADDRESS ATTACHMENT //
15. TOTAL: 0

16. Remarks:

The Contractor shall provide a report (not separately priced), with a record of any meeting. The Contractor shall follow the attached DID number DI-ADMIN-81505, Report, Record of Meeting, (Attachment 0005) for the minutes format. The minutes shall be submitted to the Contracting Officer, <mailto:dorothy.y.riese.civ@mail.mil> no later than 10 days after the Start of Work Meeting, as required for any other meeting held in regards to this contract. The URL for the meeting format is Assist Quick Search: <https://assist.daps.dla.mil/quicksearch/>.

17. PREPARED BY: Eric Buchholz 19. APPROVED BY: Dee Riese
18. DATE: 20. DATE:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

-
- A. CONTRACT LINE ITEM NO.: 0009
 - B. EXHIBIT: E
 - C. CATEGORY: Quality
 - D. SYSTEM/ITEM: C2A1 Canister Filters
 - E. CONTRACT/PR NO.: W56HZV-13-R-0313
-

- 1. DATA ITEM NO. A005
- 2. TITLE OF DATA ITEM: CERTIFICATE OF CONFORMANCE
- 3. SUBTITLE:
- 4. AUTHORITY: DI-MISC-81356A*
- 5. CONTRACT REFERENCE: Section E; Clause 52.209-3
- 6. REQUIRING OFC: RDAR-EIS-PD
- 7. LT
- 8. -
- 9. **
- 10. FREQUENCY: AS REQ
- 11. AS OF DATE:
- 12. DATE OF FIRST SUBMISSION: AS REQ
- 13. DATE OF SUB: AS REQ
- 14. DISTRIBUTION / A. ADDRESSEES B. COPIES DRAFT / 1 FINAL COPY
SEE ADDRESS CODE // DISTRIBUTION ADDRESS ATTACHMENT //
- 15. TOTAL: 1

16. Remarks:

17. PREPARED BY: Eric Buchholz 19. APPROVED BY: Dee Riese
18. DATE: 20. DATE:

DD FORM 1423-E

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0009
B. EXHIBIT: F
C. CATEGORY:
D. SYSTEM/ITEM: C2A1 Canister Filters
E. CONTRACT/PR NO.: W56HZV-13-R-0313

1. DATA ITEM NO. A006
2. TITLE OF DATA ITEM: First Article Test Report
3. SUBTITLE:
4. AUTHORITY: DI-NDTI-80809B
5. CONTRACT REFERENCE: Section E; Clause 52.209-3
6. REQUIRING OFC: RDCB-DES-Q
7. LT
8. APP CODE:
9. DIST. STATEMENT REQUIRED: X
10. FREQUENCY: AS REQ
11. AS OF DATE:
12. DATE OF FIRST SUBMISSION: AS REQ
13. DATE OF SUB:
14. DISTRIBUTION / A. ADDRESSEES B. COPIES DRAFT / 1 FINAL COPY
SEE ADDRESS CODE // DISTRIBUTION ADDRESS ATTACHMENT //
15. TOTAL: 1

16. Remarks:
*FIRST ARTICLE TEST REPORT SHALL BE SUBMITTED THRU THE QAR. SEE THE CONTRACT CLAUSES PERTAINING TO FIRST ARTICLE TEST REPORTS FOR INSTRUCTIONS REGARDING SUBMISSION AND DISPOSITION REPORTS. SUBMIT ELECTRONICALLY THRU THE QAR TO THE CONTRACT SPECIALIST/PCO. THE CONTRACT SPECIALIST WILL PROVIDE THE REPORT ELECTRONICALLY TO ECBC-QA POC. **THE GOVT HAS 30 DAYS AFTER RECEIPT OF FATR FOR APPROVAL/DISAPPROVAL.

17. PREPARED BY: Eric Buchholz 19. APPROVED BY: Dee Riese
18. DATE: 20. DATE:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

-
- A. CONTRACT LINE ITEM NO.: 0009
 - B. EXHIBIT: F
 - C. CATEGORY:
 - D. SYSTEM/ITEM: C2A1 Canister Filters
 - E. CONTRACT/PR NO.: W56HZV-13-R-0313
-

- 1. DATA ITEM NO. A007
- 2. TITLE OF DATA ITEM: Production Lot Test Report
- 3. SUBTITLE:
- 4. AUTHORITY: DI-NDTI-80809B
- 5. CONTRACT REFERENCE: Section E; Clause 52.246-4530
- 6. REQUIRING OFC: RDCB-DES-Q
- 7. LT
- 8. APP CODE:
- 9. DIST. STATEMENT REQUIRED: X
- 10. FREQUENCY: AS REQ
- 11. AS OF DATE:
- 12. DATE OF FIRST SUBMISSION: AS REQ
- 13. DATE OF SUB:
- 14. DISTRIBUTION / A. ADDRESSEES B. COPIES DRAFT / 1 FINAL COPY
SEE ADDRESS CODE // DISTRIBUTION ADDRESS ATTACHMENT //
- 15. TOTAL: 1

16. Remarks:

THIS REPORT SHALL BE SUBMITTED AT THE COMPLETION OF A NEW PRODUCTION LOT. REPORT SHALL BE SUBMITTED TO THE QUALITY ASSURANCE REPRESENTATIVE(QAR) WHENEVER A NEW LOT OF MATERIAL HAS COMPLETED TESTING. PRIOR TO BEGINNING PRODUCTION, THE CONTRACTOR SHALL SUBMIT A QUALITY PLAN TO THE QAR FOR REVIEW AND APPROVAL, ON HOW THEY WILL COMPLY WITH THE REQUIREMENTS OF THE PRODUCTION LOT TEST. ONCE THE QAR APPROVES THE QUALITY PLAN FOR THE PRODUCTION LOT TESTING, THE APPROVED METHOD WILL BE USED THROUGHOUT THE LIFE OF THE CONTRACT TO VALIDATE COMPLIANCE WITH THE CONTRACT CLAUSE. QAR WILL PROVIDE WRITTEN APPROVAL OF THE QA PLAN TO THE CONTRACTOR. **THE CONTRACTOR SHALL SUBMIT THE PRODUCTION LOT TEST REPORT TO THE QAR ON A DD1222 OR COMPARABLE DOCUMENT FOR ACCEPTANCE WITHIN TEN DAYS OF COMPLETION OF THE TESTING. THE QAR HAS 30 WORK DAYS AFTER RECEIPT TO REVIEW AND PROVIDE APPROVAL/DISAPPROVAL IN WRITING TO THE CONTRACTOR. APPROVAL OF THE PRODUCTION LOT TEST REPORT SHALL BE APPROVAL OF THE LOT.

- 17. PREPARED BY: Eric Buchholz 19. APPROVED BY: Dee Riese
- 18. DATE: 20. DATE:

Design Engineering & Test Facility of Edgewood Chemical and Biological Center, Rock Island (ECBC-RI) is ISO 9001-2008 certified and ISO 17025 accredited laboratory. Our laboratory performs first article testing (FAT) on chemical biological equipment as well as dimensional inspection on a wide variety of items. We can provide a competitive quote for performing testing/inspection required by this solicitation, which would assist you in meeting the submission date of your bid.

ECBC Rock Island has a highly trained technical staff of chemical, mechanical, electrical, and industrial engineers, capable of supporting a wide variety of inspections and testing to include the development of test methods for specialized requirements. All facility personnel receive continual extensive training to keep up with the latest technology and testing methods.

To request a quote for a FAT for this solicitation, please contact one of the following:

Diane M. Freeman
Chief, Design Engineering & Test Facility
RDCB-DEM-T (Building 131)
Com: 309-782-5138
Fax: 309-782-0546
mailto:diane.m.freeman.civ@mail.mil

or

Quinn Hartman
Senior Engineer
RDCB-DEM-T (Building 131)
Com: 309-782-3642
Fax: 309-782-0546
mailto:quinn.d.hartman.civ@mail.mil

DIANE M. FREEMAN
Chief, Design Engineering & Test Facility

ITEM: C2A1 Canister
NSN: 4240-01-361-1319
Control Number/PRON: S61ZJ287PC

Document Number (Contract Reference) <u>Applicable Tailoring</u>	<u>Document Title</u>	<u>Document Date/ Document Category</u>
1a. N/A	Section C titled: Configuration Management Documentation	N/A Cat 2
1b. DI-CMAN-80639C (seq A001)	Engineering Change Proposal (ECP)	30 Sep 00 Cat 1
1c. DI-CMAN-80640C (seq A002)	Request for Deviation (RFD)	30 Sep 00 Cat 1
1d. DI-CMAN-80642C (seq A003)	Notice of Revision (NOR)	30 Sep 00 Cat 1
2a. ANSI/ISO/ASQC Q9001-2008	American National Standard Quality Management Systems Requirements	15 Nov 08
3a.	Item Specification	
3b. DI-NDTI-80809B (DD Form 1423)	Test/Inspection Report First Article Test Report (FATR)	24 Jan 97 Cat 1
4a.	Item Specification	
4b. DI-NDTI-80809B (DD Form 1423)	Test/Inspection Report Production Lot Acceptance Test Report	24 Jan 97 Cat 1