

|  |  |  |   |   |                  |                                    |              |
|--|--|--|---|---|------------------|------------------------------------|--------------|
| <b>SOLICITATION, OFFER AND AWARD</b>   |  | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b> |   | <b>Rating</b><br>DOA4   | <b>Page</b><br>1 | <b>of</b><br>82                    | <b>Pages</b> |
| <b>2. Contract Number</b>  |  | <b>3. Solicitation Number</b><br>W56HZV-13-R-0082                |   | <b>4. Type of Solicitation</b><br><input type="checkbox"/> Sealed Bid (IFB)<br><input checked="" type="checkbox"/> Negotiated (RFP) |                  | <b>5. Date Issued</b><br>2013APR24 |              |
| <b>7. Issued By</b><br>U.S. ARMY CONTRACTING COMMAND<br>CCTA-ADT-A<br>WARREN, MICHIGAN 48397-5000<br><br>HTTP://CONTRACTING.TACOM.ARMY.MIL |  | <b>Code</b><br>W56HZV  | <b>8. Address Offer To (If Other Than Item 7)</b> |   |                  |                                    |              |
| <b>6. Requisition/Purchase Number</b><br>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 2013MAY24 (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.**

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

**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.**

|   |   |   |   |  |
|---|---|---|---|--|
| <b>13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)</b> | <input type="checkbox"/> 10 Calendar Days (%) | <input type="checkbox"/> 20 Calendar Days (%) | <input type="checkbox"/> 30 Calendar Days (%) | <input type="checkbox"/> Calendar Days (%) |
|---|---|---|---|--|

|   |                      |             |                      |             |
|---|----------------------|-------------|----------------------|-------------|
| <b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</b> | <b>Amendment No.</b> | <b>Date</b> | <b>Amendment No.</b> | <b>Date</b> |
|   |                      |             |                      |             |

|   |             |                 |  |
|---|-------------|-----------------|--|
| <b>15A. Name and Address of Offeror</b> | <b>Code</b> | <b>Facility</b> | <b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b> |
|   |             |                 |  |

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

**AWARD (To be completed by Government)**

|  |                   |   |
|--|-------------------|---|
| <b>19. Accepted As To Items Numbered</b> | <b>20. Amount</b> | <b>21. Accounting And Appropriation</b> |
|  |                   |   |

|  |  |                   |
|--|--|-------------------|
| <b>22. Authority For Using Other Than Full And Open Competition:</b><br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( ) | <b>23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)</b> | <b>Item</b><br>25 |
|--|--|-------------------|

|   |             |                                    |             |
|---|-------------|------------------------------------|-------------|
| <b>24. Administered By (If other than Item 7)</b> | <b>Code</b> | <b>25. Payment Will Be Made By</b> | <b>Code</b> |
|   |             |                                    |             |

|  |   |                       |
|--|---|-----------------------|
| <b>26. Name of Contracting Officer (Type or Print)</b> | <b>27. United States Of America</b><br><br>(Signature of Contracting Officer) | <b>28. Award Date</b> |
|  |   |                       |

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

|                           |   |                            |
|---------------------------|---|----------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-13-R-0082<br><b>MOD/AMD</b> | <b>Page</b> 2 <b>of</b> 82 |
|---------------------------|---|----------------------------|

**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 A0000 \*\*\*

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-13-R-0082 is being issued under the authority of the Federal Acquisition Regulations (FAR) 16.202 and 16.504. This solicitation will be issued as an 8(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 items:

Item Name: Inlet Valve Disc  
 NSN: 4820-01-260-8710  
 Part Number: 5-1-1055

Item Name: Drink Tube  
 NSN: 4240-01-441-0557  
 Part Number: 5-1-2959

Item Name: Inlet Valve Disc  
 NSN: 4240-01-260-8711  
 Part Number: 5-1-1085

Item Name: Outlet Valve Cover  
 NSN: 4240-01-260-8699  
 Part Number: 5-1-1009

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: Inlet Valve Disc  
 NSN: 4820-01-260-8710  
 Part Number: 5-1-1055  
 Quantity: MIN: 8,700 boxes MAX: 155,000 boxes  
 \*10 each per box

Item Name: Drink Tube  
 NSN: 4240-01-441-0557  
 Part Number: 5-1-2959  
 Quantity: MIN: 30,000 packages\* MAX: 560,000 packages\*  
 \*5 each per package

Item Name: Inlet Valve Disc  
 NSN: 4240-01-260-8711  
 Part Number: 5-1-1085  
 Quantity: MIN: 8,700 packages\* MAX: 155,000 packages\*  
 \*10 each per package

Item Name: Outlet Valve Cover  
 NSN: 4240-01-260-8699  
 Part Number: 5-1-1009  
 Quantity: MIN: 50,000 each MAX: 2,050,000 each

A.1.3 **TDP AND SPI LINK:** The Technical Data Package (TDP) and the Special Packaging Instructions (SPI) can be found at (URL):  
<https://www.fbo.gov/fedteds/W56HZV12R0339>

|                           |  |                     |
|---------------------------|--|---------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 3 of 82</b> |
|                           | PIIN/SIIN W56HZV-13-R-0082                       | MOD/AMD             |

**Name of Offeror or Contractor:**

A.1.4 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 Numbers: 20110804, 5-1-2959, 5-1-1085, and 5-1-1009. There is a requirement for Special Packaging Instructions: P5-1-1055, REV. J, DATED 21 OCT 10; P5-1-2959, see NOR 213-0022-002; P5-1-1085, REV. E, DATED 14 MAY 10; and P5-1-1009, see NOR 213-0022-004. Government and Contractor First Article Test (FAT) is required. First Article Test must be Separately Priced.

A.1.5 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.1.6 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: \_\_\_\_\_.

A.1.7 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.1.8 SET ASIDE INFORMATION: This solicitation is set aside for 8(a) small businesses.

A.1.9 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.1.10 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.1.11 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.1.12 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](http://www.sam.gov) (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).

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

(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=W56HZV13R0082](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV13R0082)

(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](https://acquisition.army.mil/asfi/BRS_guide.doc).

(e) Note to offerors:

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

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

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

Solicitations may remain posted on the AFSA 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](mailto: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

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

Data not printed.

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 5 of 82**

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MOD/AMD

**Name of Offeror or Contractor:**A-4 52.214-4003 ALL OR NONE  
(TACOM)

MAR/1998

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

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

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

[End of Provision]

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

JUL/2012

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/](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>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE CONTRACT YEAR (ORDERING PERIOD), i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING PERIOD, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING PERIOD, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING PERIOD, ETC.</p> <p>THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT) OR 0014 (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</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 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>THIRD ORDERING PERIOD OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>FORTH ORDERING PERIOD OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.</p> <p>FIFTH ORDERING PERIOD OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 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. THE DELIVERY DATE DOES NOT DETERMINE THE CONTRACT YEAR.</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:</p> <p>THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0001 IS FOR THE</p> |          |      |            |        |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|----------|------|------------|----------|
| 0011    | <p>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>*****</p> <p>THE INFORMATION PRESENTED BELOW APPLIES TO CLINS 001X, 002X, 003X, and 004X.</p> <p>MINIMUM 5 YEAR QUANTITY:</p> <p>CLIN 001X: 8,700 BOXES (10 PER BOX)<br/>                     CLIN 002X: 30,000 PACKAGES (5 PER PACKAGE)<br/>                     CLIN 003X: 8,700 PACKAGES (5 PER PACKAGE)<br/>                     CLIN 004X: 50,000 EACH (1 EACH)</p> <p>ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p> <p>MAXIMUM 5 YEAR QUANTITY:</p> <p>CLIN 001X: 155,000 BOXES (10 PER BOX)<br/>                     CLIN 002X: 560,000 PACKAGES (5 PER PACKAGE)<br/>                     CLIN 003X: 155,000 PACKAGES (5 PER PACKAGE)<br/>                     CLIN 004X: 2,050,000 EACH (1 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> <p>ALL OFFERS MUST INCLUDE A SIGNED SF33/SF1449 COVER SHEET.</p> <p>SEE PARAGRAPH (D) OF CLAUSE 52.204-4016, TACOM-WARREN ELECTRONIC CONTRACTING, OF THIS SOLICITATION FOR INSTRUCTION ON HOW TO SUBMIT YOUR OFFER.</p> <p>*****</p> <p>(End of narrative A001)</p> <p>PRODUCTION QUANTITY - FIRST ORDERING PERIOD</p> <p>NSN: 4820-01-260-8710<br/>                     GENERIC NAME DESCRIPTION: INLET DISC VALVE<br/>                     FSCM: 4820<br/>                     PART NR: 5-1-1055</p> | 35000(E) | BX   | \$ _____   | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|----------|------|------------|----------|
| 0012    | <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> <p><u>PRODUCTION QUANTITY - SECOND ORDERING PERIOD</u></p> <p>NSN: 4820-01-260-8710<br/>                     GENERIC NAME DESCRIPTION: INLET DISC VALVE<br/>                     FSCM: 4820<br/>                     PART NR: 5-1-1055</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> | 30000(E) | BX   | \$ _____   | \$ _____ |
| 0013    | <p><u>PRODUCTION QUANTITY - THIRD ORDERING PERIOD</u></p> <p>NSN: 4820-01-260-8710<br/>                     GENERIC NAME DESCRIPTION: INLET DISC VALVE<br/>                     FSCM: 4820<br/>                     PART NR: 5-1-1055</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p>  | 30000(E) | BX   | \$ _____   | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|----------|------|------------|----------|
| 0014    | <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> <p><u>PRODUCTION QUANTITY - FOURTH ORDERING PERIOD</u></p>  | 30000(E) | BX   | \$ _____   | \$ _____ |
| 0015    | <p>NSN: 4820-01-260-8710<br/>                     GENERIC NAME DESCRIPTION: INLET DISC VALVE<br/>                     FSCM: 4820<br/>                     PART NR: 5-1-1055</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> <p><u>PRODUCTION QUANTITY - FIFTH ORDERING PERIOD</u></p> | 30000(E) | BX   | \$ _____   | \$ _____ |
|         | <p>NSN: 4820-01-260-8710</p>  |          |      |            |          |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY  | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|-----------|------|------------|----------|
| 0016    | <p>GENERIC NAME DESCRIPTION: INLET DISC VALVE<br/>                     FSCM: 4820<br/>                     PART NR: 5-1-1055</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> <p><u>FIRST ARTICLE TEST - SEPARATELY PRICED</u></p> <p>NSN: 4240-01-260-8710<br/>                     GENERIC NAME DESCRIPTION: DISK, INLET VALVE</p> <p>SEE SECTION E FOR FIRST ARTICLE TEST REQUIREMENTS.<br/>                     (End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00006) SEE FIRST ARTICLE TEST CLAUSE<br/>                     FOR DISTRIBUTION</p> |           |      | \$ _____   | \$ _____ |
| 0021    | <p><u>PRODUCTION QUANTITY - FIRST ORDERING PERIOD</u></p> <p>NSN: 4240-01-441-0557<br/>                     GENERIC NAME DESCRIPTION: INTERNAL DRINK TUBE</p>   | 120000(E) | PG   | \$ _____   | \$ _____ |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY  | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|-----------|------|------------|----------|
| 0022    | <p>FSCM: 4240<br/>                     PART NR: 5-1-2959</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> <p><u>PRODUCTION QUANTITY - SECOND ORDERING PERIOD</u></p>  | 110000(E) | PG   | \$ _____   | \$ _____ |
| 0023    | <p>NSN: 4240-01-441-0557<br/>                     GENERIC NAME DESCRIPTION: INTERNAL DRINK TUBE<br/>                     FSCM: 4240<br/>                     PART NR: 5-1-2959</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> <p><u>PRODUCTION QUANTITY - THIRD ORDERING PERIOD</u></p> | 110000(E) | PG   | \$ _____   | \$ _____ |

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Reference No. of Document Being Continued  
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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY  | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|-----------|------|------------|----------|
| 0024    | <p>NSN: 4240-01-441-0557<br/>                     GENERIC NAME DESCRIPTION: INTERNAL DRINK TUBE<br/>                     FSCM: 4240<br/>                     PART NR: 5-1-2959</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p>  | 110000(E) | PG   | \$ _____   | \$ _____ |
|         | <p><u>PRODUCTION QUANTITY - FOURTH ORDERING PERIOD</u></p> <p>NSN: 4240-01-441-0557<br/>                     GENERIC NAME DESCRIPTION: INTERNAL DRINK TUBE<br/>                     FSCM: 4240<br/>                     PART NR: 5-1-2959</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> |           |      |            |          |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY  | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|-----------|------|------------|----------|
| 0025    | <p><u>PRODUCTION QUANTITY - FIFTH ORDERING PERIOD</u></p> <p>NSN: 4240-01-441-0557<br/>                     GENERIC NAME DESCRIPTION: INTERNAL DRINK TUBE<br/>                     FSCM: 4240<br/>                     PART NR: 5-1-2959</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> | 110000(E) | PG   | \$ _____   | \$ _____ |
| 0026    | <p><u>FIRST ARTICLE TEST - SEPARATELY PRICED</u></p> <p>NSN: 4240-01-441-0557<br/>                     GENERIC NAME DESCRIPTION: INTERNAL DRINK TUBE</p> <p>SEE SECTION E FOR FIRST ARTICLE TEST REQUIREMENTS.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00006) SEE FIRST ARTICLE TEST CLAUSE<br/>                     FOR DISTRIBUTION</p>   |           |      | \$ _____   | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|----------|------|------------|----------|
| 0031    | <p><u>PRODUCTION QUANTITY - FIRST ORDERING PERIOD</u></p> <p>NSN: 4240-01-260-8711<br/>                     GENERIC NAME DESCRIPTION: INTERNAL DRINK TUBE<br/>                     FSCM: 4240<br/>                     PART NR: 5-1-1085</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p>  | 35000(E) | PG   | \$ _____   | \$ _____ |
| 0032    | <p><u>PRODUCTION QUANTITY - SECOND ORDERING PERIOD</u></p> <p>NSN: 4240-01-260-8711<br/>                     GENERIC NAME DESCRIPTION: INTERNAL DRINK TUBE<br/>                     FSCM: 4240<br/>                     PART NR: 5-1-1085</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> | 30000(E) | PG   | \$ _____   | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|----------|------|------------|----------|
| 0033    | <p><u>PRODUCTION QUANTITY - THIRD ORDERING PERIOD</u></p> <p>NSN: 4240-01-260-8711<br/>                     GENERIC NAME DESCRIPTION: INTERNAL DRINK TUBE<br/>                     FSCM: 4240<br/>                     PART NR: 5-1-1085</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> | 30000(E) | PG   | \$ _____   | \$ _____ |
| 0034    | <p><u>PRODUCTION QUANTITY - FOURTH ORDERING PERIOD</u></p> <p>NSN: 4240-01-260-8711<br/>                     GENERIC NAME DESCRIPTION: INTERNAL DRINK TUBE<br/>                     FSCM: 4240<br/>                     PART NR: 5-1-1085</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR</p>   | 30000(E) | PG   | \$ _____   | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|----------|------|------------|----------|
| 0035    | <p>ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>PRODUCTION QUANTITY - FIFTH ORDERING PERIOD</u></p> <p>NSN: 4240-01-260-8711<br/>                     GENERIC NAME DESCRIPTION: INTERNAL DRINK TUBE<br/>                     FSCM: 4240<br/>                     PART NR: 5-1-1085</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> | 30000(E) | PG   | \$ _____   | \$ _____ |
| 0036    | <p><u>FIRST ARTICLE TEST - SEPARATELY PRICED</u></p> <p>NSN: 4240-01-260-8711<br/>                     GENERIC NAME DESCRIPTION: INTERNAL DRINK TUBE</p> <p>SEE SECTION E FOR FIRST ARTICLE TEST REQUIREMENTS.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00006) SEE FIRST ARTICLE TEST CLAUSE</p>   |          |      | \$ _____   | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY  | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|-----------|------|------------|----------|
| 0041    | <p>FOR DISTRIBUTION</p> <p><u>PRODUCTION QUANTITY - FIRST ORDERING PERIOD</u></p> <p>NSN: 4240-01-260-8699<br/>                     GENERIC NAME DESCRIPTION: OUTLET COVER VALVE<br/>                     FSCM: 4240<br/>                     PART NR: 5-1-1009</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> | 550000(E) | EA   | \$ _____   | \$ _____ |
| 0042    | <p><u>PRODUCTION QUANTITY - SECOND ORDERING PERIOD</u></p> <p>NSN: 4240-01-260-8699<br/>                     GENERIC NAME DESCRIPTION: OUTLET COVER VALVE<br/>                     FSCM: 4240<br/>                     PART NR: 5-1-1009</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</p>  | 500000(E) | EA   | \$ _____   | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY  | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|-----------|------|------------|----------|
| 0043    | <p>(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>PRODUCTION QUANTITY - THIRD ORDERING PERIOD</u></p> <p>NSN: 4240-01-260-8699<br/>                     GENERIC NAME DESCRIPTION: OUTLET COVER VALVE<br/>                     FSCM: 4240<br/>                     PART NR: 5-1-1009</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> | 400000(E) | EA   | \$ _____   | \$ _____ |
| 0044    | <p><u>PRODUCTION QUANTITY - FOURTH ORDERING PERIOD</u></p> <p>NSN: 4240-01-260-8699<br/>                     GENERIC NAME DESCRIPTION: OUTLET COVER VALVE<br/>                     FSCM: 4240<br/>                     PART NR: 5-1-1009</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>  | 350000(E) | EA   | \$ _____   | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY  | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|-----------|------|------------|----------|
| 0045    | <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> <p><u>PRODUCTION QUANTITY - FIFTH ORDERING PERIOD</u></p> <p>NSN: 4240-01-260-8699<br/>                     GENERIC NAME DESCRIPTION: OUTLET COVER VALVE<br/>                     FSCM: 4240<br/>                     PART NR: 5-1-1009</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> | 250000(E) | EA   | \$ _____   | \$ _____ |
| 0046    | <p><u>FIRST ARTICLE TEST - SEPARATELY PRICED</u></p> <p>NSN: 4240-01-260-8699<br/>                     GENERIC NAME DESCRIPTION: OUTLET COVER VALVE</p> <p>SEE SECTION E FOR FIRST ARTICLE TEST REQUIREMENTS.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p>   |           |      | \$ _____   | \$ _____ |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|---------|---|----------|------|--------------|--------------|
|         | FOB POINT: Destination<br><br>SHIP TO:<br>(Y00006) SEE FIRST ARTICLE TEST CLAUSE<br>FOR DISTRIBUTION  |          |      |              |              |
| 0200    | <u>Basic CLIN for ELIN</u>  |          |      |              |              |
| A001    | <u>ENGINEERING CHANGE PROPOSAL</u><br><br>ENGINEERING CHANGE PROPOSAL (ECP) IN ACCORDANCE<br>WITH CDRL A001.<br><br>(End of narrative B001)<br><br><u>Packaging and Marking</u><br><br>FOB POINT:<br><br>SHIP TO:<br>(Y00003) SEE NARRATIVE ON DD 1423  |          |      | \$ ** NSP ** | \$ ** NSP ** |
| A002    | <u>REQUEST FOR DEVIATION (RFD)</u><br><br>REQUEST FOR DEVIATION (RFD) IN ACCORDANCE WITH<br>CDRL A002.<br><br>(End of narrative B001)<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin ACCEPTANCE: Origin<br><br>FOB POINT:<br><br>SHIP TO:<br>(Y00003) SEE NARRATIVE ON DD 1423 |          |      | \$ ** NSP ** | \$ ** NSP ** |
| A003    | <u>NOTICE OF REVISION</u>   |          |      | \$ ** NSP ** | \$ ** NSP ** |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|---------|--|----------|------|--------------|--------------|
|         | NOTICE OF REVISION (NOR) IN ACCORDANCE WITH CDRL A003.<br><br>(End of narrative B001)<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin ACCEPTANCE: Origin<br><br>FOB POINT: Destination<br><br>SHIP TO:<br>(Y00003) SEE NARRATIVE ON DD 1423  |          |      |              |              |
| A004    | <u>FIRST ARTICLE TEST REPORT</u>   |          |      | \$ ** NSP ** | \$ ** NSP ** |
|         | FIRST ARTICLE TEST REPORT IN ACCORDANCE WITH CDRL A004.<br><br>(End of narrative B001)<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin ACCEPTANCE: Origin<br><br>FOB POINT: Destination<br><br>SHIP TO:<br>(Y00003) SEE NARRATIVE ON DD 1423 |          |      |              |              |
| A005    | <u>RECORD OF MEETING MINUTES</u>   |          |      | \$ ** NSP ** | \$ ** NSP ** |
|         | RECORD OF MEETING MINUTES IN ACCORDANCE WITH CDRL A005.<br><br>(End of narrative B001)<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u>   |          |      |              |              |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE        | AMOUNT            |
|---------|--|----------|------|-------------------|-------------------|
| A006    | INSPECTION: Origin      ACCEPTANCE: Origin<br><br>FOB POINT: Destination<br><br>SHIP TO:<br>(Y00003)    SEE NARRATIVE ON DD 1423<br><br><u>CERTIFICATE OF CONFORMANCE</u><br><br>CERTIFICATE OF CONFORMANCE IN ACCORDANCE WITH<br>CDRL A006.<br><br>(End of narrative B001)  |          |      | \$      ** NSP ** | \$      ** NSP ** |
| A007    | <u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin<br><br>FOB POINT: Destination<br><br>SHIP TO:<br>(Y00003)    SEE NARRATIVE ON DD 1423<br><br><u>STATUS OF GOVERNMENT FURNISHED EQUIPMENT RPT</u><br><br>STATUS OF GOVERNMENT FURNISHED EQUIPMENT REPORT<br>IN ACCORDANCE WITH CDRL A007.<br><br>(End of narrative B001) |          |      | \$      ** NSP ** | \$      ** NSP ** |
| A008    | <u>Packaging and Marking</u><br><br>FOB POINT:<br><br>SHIP TO:<br>(Y00003)    SEE NARRATIVE ON DD 1423<br><br><u>REPORT OF SHIPPING AND PACKAGING DISCREP</u><br><br>REPORT OF SHIPPING (ITEM) AND PACKAGING DISCREPANCY<br>IN ACCORDANCE WITH CDRL A008.  |          |      | \$      ** NSP ** | \$      ** NSP ** |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
|         | <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>SHIP TO:<br/>(Y00003) SEE NARRATIVE ON DD 1423</p> |          |      |            |        |

**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//W56HZV12R0339>. THIS IS A DISTRIBUTION X AND EXPORT CONTROLLED TDP.

## C.1 APPLICABLE DOCUMENTS

Note: The most recent versions of these documents, 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](http://assistdocs.com/search/search_basic.cfm)

DATA ITEMS

DI-CMAN-80639C ENGINEERING CHANGE PROPOSAL (ECP)  
DI-CMAN-80640C REQUEST FOR DEVIATION (RFD)  
DI-CMAN-80642C NOTICE OF REVISION (NOR)  
DI-ADMIN-81505 RECORD OF MEETING MINUTES  
DI-NDTI-80809B FIRST ARTICLE TEST REPORT  
DI-MISC-81356A CERTIFICATE OF COMPLIANCE  
DI-MGMT-80269 STATUS OF GOVERNMENT FURNISHED EQUIPMENT (GFE) REPORT  
DI-MGMT-80503 REPORT OF SHIPPING (ITEM) AND PACKAGING DISCREPANCY

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 Start of Work Meeting, in Accordance with FAR 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.

C.2.1 MEETINGS/CONFERENCES

C.2.2 Start of Work (SOW) Conference: Thirty (30) days after contract award a Start of Work Conference shall be held at the U.S. Army TACOM or at the Contractor's facility. 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.2.3 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.2.4 The Contractor shall take minutes of the above meetings. The Procuring Contracting Officer (PCO) approved minutes shall be distributed to all parties no later than 10 days after the completion of the meeting.

C.2.5 When meetings are held at the Contractor's facility, the Contractor will make the following available for the Government's use:

C.2.6 Production or other required versions of any parts needed for viewing.

C.2.7 Required technical, logistics or other documentation (including drawings, computer data bases, publications, and other required data).

C.2.8 Computer resources, as required.

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\*\*\* END OF NARRATIVE C0001 \*\*\*

|     | <u>Regulatory Cite</u> | <u>Title</u>          | <u>Date</u> |
|-----|------------------------|-----------------------|-------------|
| C-1 | 52.204-4003<br>(TACOM) | START OF WORK MEETING | MAY/2000    |

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'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.

[End of Clause]

|     |             |                                    |          |
|-----|-------------|------------------------------------|----------|
| C-2 | 52.211-4072 | TECHNICAL DATA PACKAGE INFORMATION | JUL/2012 |
|-----|-------------|------------------------------------|----------|

The following Xd item applies to this solicitation:

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

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

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

CLIN: -1-

TDP Link (URL): -2-

[x] 3. The TDP for this solicitation resides within FedBizOpps (://www.fbo.gov), associated with this solicitation number, and can be accessed via this URL:

<https://www.fbo.gov/fedteds/W56HZV12R0339>

To access the data through FBO:

a. Log on to the FBO web site.

b. Enter your Marketing Partner Identification Number (MPIN).

c. Search for the solicitation number.

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

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

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

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

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

(4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor.

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

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

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

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

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

[End of clause]

**Name of Offeror or Contractor:**

C-3            52.248-4502            CONFIGURATION MANAGEMENT DOCUMENTATION  
TACOM  
(RI)/ECBC

NOV/2006

a. The Contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with block 4 of the enclosed DD Form 1423, Contract Data Requirements List (CDRL). The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs. These documents shall be submitted electronically in accordance with block 14 of the enclosed DD Form 1423, CDRL. MIL-HDBK-61 may be used for general guidance on Configuration Management.

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

c. 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. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(CS7112)

(End of Clause)

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## SECTION D - PACKAGING AND MARKING

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

|     |                           |   |          |
|-----|---------------------------|---|----------|
| D-1 | 52.211-4501<br>TACOM (RI) | PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS) | DEC/2007 |
|-----|---------------------------|---|----------|

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

Inlet Disc Valve, NSN 4820-01-260-8710

PRESERVATION: MILITARY  
LEVEL OF PACKING: B  
QUANTITY PER UNIT PACKAGE: 10 each per box  
SPI NUMBER: P5-1-1055, REV. J, DATED 21 OCT 10

Internal Drink Tube, NSN 4240-01-441-0557

PRESERVATION: MILITARY  
LEVEL OF PACKING: B  
QUANTITY PER UNIT PACKAGE: 5 each per package  
SPI NUMBER: P5-1-2959, SEE NOR 213-0022-002

Internal Drink Tube, NSN 4240-01-260-8711

PRESERVATION: MILITARY  
LEVEL OF PACKING: B  
QUANTITY PER UNIT PACKAGE: 10 each per bag  
SPI NUMBER: P5-1-1085, REV. E, DATED 14 MAY 10

Outlet Cover Valve, NSN 4240-01-260-8699

PRESERVATION: MILITARY  
LEVEL OF PACKING: B  
QUANTITY PER UNIT PACKAGE: 1 each  
SPI NUMBER: P5-1-1085, REV. E, DATED 14 MAY 10

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

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

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

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

|                           |   |  |
|---------------------------|---|--|
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compliance program. In addition, wood used as dunnage for blocking and bracing, to include ISO containers, shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

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

F. Hazardous Materials (as applicable):

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

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

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

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

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

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

(DS6419)

(End of Clause)

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## SECTION E - INSPECTION AND ACCEPTANCE

|     | <u>Regulatory Cite</u> | <u>Title</u>                              | <u>Date</u> |
|-----|------------------------|---|-------------|
| E-1 | 52.246-2               | INSPECTION OF SUPPLIES--FIXED-PRICE       | AUG/1996    |
| E-2 | 52.246-16              | RESPONSIBILITY FOR SUPPLIES               | APR/1984    |
| E-3 | 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.]

| Title                      | Number        | Date        | Tailoring                           |
|----------------------------|---------------|-------------|-------------------------------------|
| Quality Management Systems | ISO 9001:2008 | 15 Nov 2008 | Tailored by excluding paragraph 7.3 |

For CLINs 002X, 003X, and 004X:

| Title                      | Number        | Date        | Tailoring  |
|----------------------------|---------------|-------------|------------|
| Quality Management Systems | ISO 9001:2008 | 15 Nov 2008 | Untailored |

(End of Clause)

|     |             |   |          |
|-----|-------------|---|----------|
| E-4 | 52.209-4512 | FIRST ARTICLE TEST (CONTRACTOR TESTING)<br>TACOM (RI) | MAR/2008 |
|-----|-------------|---|----------|

a. The first article shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

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

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

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

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

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

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

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

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

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

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

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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.

(ES6026) (End of Clause)

E-5 52.211-4029 INTERCHANGEABILITY OF COMPONENTS MAY/1994 (TACOM)

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

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

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

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

[End of clause]

E-6 52.246-4028 INSPECTION AND ACCEPTANCE POINTS: ORIGIN NOV/2005 (TACOM)

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

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

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

[End of Clause]

E-7 52.246-4515 INCLUSION OF TESTING COSTS APR/2012 (FCBC-RI)

1. All test costs associated with the performance of this contract shall be borne by the contractor and shall be part of the overall unit cost of the item(s) to be delivered under this contract.

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

- (a) First Article Test (FAT).
(b) All pre-production material evaluations.

|                           |   |                      |
|---------------------------|---|----------------------|
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- (c) All production lot acceptance inspection/test costs required to be performed or directed by government documents, contract clauses, drawing, specification or publications used to determine material compliance or suitability for use in this contract.
- (d) All transportation and/or shipping costs associated with the performance of FA tests and/or production lot testing/acceptance inspection.
- (e) All inspections and tests performed by government or commercial test laboratories.

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

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

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.

(ES7020) (End of clause)

E-8 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994  
 TACOM RI

a. Rework and Repair are defined as follows:

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

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

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

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



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**Name of Offeror or Contractor:**

## SECTION F - DELIVERIES OR PERFORMANCE

|     | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|-----|------------------------|--|-------------|
| F-1 | 52.211-17              | DELIVERY OF EXCESS QUANTITIES  | SEP/1989    |
| F-2 | 52.242-15              | STOP-WORK ORDER  | AUG/1989    |
| F-3 | 52.242-17              | GOVERNMENT DELAY OF WORK   | APR/1984    |
| F-4 | 52.247-34              | F.O.B. DESTINATION   | NOV/1991    |
| F-5 | 52.247-48              | F.O.B. DESTINATION--EVIDENCE OF SHIPMENT                               | FEB/1999    |
| F-6 | 252.211-7003           | ITEM IDENTIFICATION AND VALUATION (JUN 2011) -- ALTERNATE I (DEC 2011) | DEC/2011    |
| F-7 | 52.242-4022<br>(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 |
|--------------------------------------|------------------------|--|
| 4820-01-260-8710 Inlet Disc Valve    | 3,000 boxes per month  | 300                                      |
| 4240-01-441-0557 Internal Drink Tube | 10,000 boxes per month | 180                                      |
| 4240-01-260-8711 Internal Drink Tube | 3,000 boxes per month  | 180                                      |
| 4240-01-260-8699 Outlet Cover Valve  | 10,000 each per month  | 300                                      |

(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 |
|--------------------------------------|------------------------|--|
| 4820-01-260-8710 Inlet Disc Valve    | 3,000 boxes per month  | 270                                      |
| 4240-01-441-0557 Internal Drink Tube | 10,000 boxes per month | 150                                      |
| 4240-01-260-8711 Internal Drink Tube | 3,000 boxes per month  | 150                                      |
| 4240-01-260-8699 Outlet Cover Valve  | 10,000 each per month  | 270                                      |

(d) Accelerated delivery schedule is acceptable upon approval by the Contracting Officer.

(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 |
|----------|-----|--|
|----------|-----|--|

**Name of Offeror or Contractor:**

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

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

[End of Clause]

F-8 52.242-4457 DELIVERY SCHEDULE FOR DELIVERY ORDERS SEP/2008  
(TACOM)

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

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

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

(i) If FAT is required, start deliveries according to the below schedule:

Inlet Disc Valve, 4820-01-260-8710, 300 days after award  
Internal Drink Tube, 4240-01-441-0557, 180 days after award  
Internal Drink Tube, 4240-01-260-8711, 180 days after award  
Outlet Cover Valves, 4240-01-260-8699, 300 days after award

(ii) If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first delivery order, start deliveries according to the below schedule:

Inlet Disc Valve, 4820-01-260-8710, 270 days after award  
Internal Drink Tube, 4240-01-441-0557, 150 days after award  
Internal Drink Tube, 4240-01-260-8711, 150 days after award  
Outlet Cover Valves, 4240-01-260-8699, 270 days after award

(iii) You will deliver units every thirty days as follows:

Inlet Disc Valve, 4820-01-260-8710, estimated 3,000 boxes per month  
Internal Drink Tube, 4240-01-441-0557, estimated 10,000 bags per month  
Internal Drink Tube, 4240-01-260-8711, estimated 3,000 bags per month  
Outlet Cover Valves, 4240-01-260-8699, estimated 10,000 each per month

(iv) You can deliver more units every thirty days at no additional cost to the government, upon approval of the Contracting Officer.

(d) Accelerated delivery schedule is acceptable upon approval of the Contracting Officer.

(e) If an accelerated delivery schedule is not acceptable, the required delivery schedule above will apply. If it is acceptable,

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**Reference No. of Document Being Continued**

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**Name of Offeror or Contractor:**

you may propose an accelerated delivery schedule at no additional cost; fill in the appropriate information here:

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

- (i) If FAT is required, deliveries will start \_\_\_ days after the delivery order date; or
- (ii) If FAT is not required or FAT is waived, deliveries will start \_\_\_ days after delivery order date.

[End of clause]

F-9                    52.247-4457                    LONG TERM CONTRACTS - FOB DESTINATION                    OCT/1999  
 (TACOM)

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

100%  
 XU W0L7 BLUE GRASS ARMY DEPOT  
 BLUE GRASS ARMY DEPOT  
 431 BATTLEFIELD MEMORIAL HIGHWAY  
 RICHMOND, KY, 40475-5070

(End of Clause)

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

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

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

|                   |        |  |  |  |
|-------------------|--------|--|--|--|
| 875670/<br>875675 | W62G2T | Transportation Officer<br>XU Def Dist Depot<br>San Joaquin<br>25600 S Chrisman Rd<br>Rec Whse 10<br>Tracy, Ca 95376-5000 | Transportation Officer<br>XU Def Dist Depot<br>San Joaquin<br>25600 S Chrisman Rd<br>Rec Whse 10<br>Tracy, Ca 95376-5000 | Transportation Officer<br>Dist Depot San Joaquin<br>P O Box 96001<br>Stockton, CA 95296-0130 |
| 471995/<br>471996 | W31G1Z | Transportation Officer<br>Anniston Army Depot,<br>Bynum, AL  | Transportation Officer<br>Anniston Army Depot,<br>Bynum, AL  | Transportation Officer<br>Anniston Army Depot,<br>Anniston, AL 36201-5021                    |
| 209741/<br>209770 | W25G1R | Transportation Officer<br>Letterkenny Army Depot,<br>Culbertson, PA  | Transportation Officer<br>Letterkenny Army Depot,<br>Chambersburg, PA  | Transportation Officer<br>Letterkenny Army Depot,<br>Chambersburg, PA 17201-4150             |

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**Name of Offeror or Contractor:**

|                   |        |  |  |   |
|-------------------|--------|--|--|---|
| 661136/<br>661157 | W45G19 | Transportation Officer<br>Red River Army Depot,<br>Defense, TX | Transportation Officer<br>Red River Army Depot,<br>Texarkana, TX | Transportation Officer<br>Red River Army Depot,<br>Texarkana, TX 75507-5000 |
|-------------------|--------|--|--|---|

|                   |        |  |  |   |
|-------------------|--------|--|--|---|
| 764538/<br>764535 | W67G23 | Transportation Officer<br>Tooele Army Depot,<br>Warner, UT | Transportation Officer<br>Tooele Army Depot,<br>Tooele, UT | Transportation Officer<br>Tooele Army Depot,<br>Tooele, UT 84074-5003 |
|-------------------|--------|--|--|---|

\*\*\*SPLC indicates Standard Point Locator Code.

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

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

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

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

[End of Clause]

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-13-R-0082 <b>MOD/AMD</b> | <b>Page 37 of 82</b> |
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**Name of Offeror or Contractor:**

SECTION G - CONTRACT ADMINISTRATION DATA

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

|     |             |   |          |
|-----|-------------|---|----------|
| G-1 | 52.242-4007 | WIDE AREA WORKFLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS APR/2008 | AUG/2012 |
|-----|-------------|---|----------|

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.

Contractors shall include both their manufacturing lot information and the lot information for the carbon used (if any) in WAWF submissions. Include this information in the Description field.

- 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.

- 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](mailto: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.

[End of clause]

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

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

[End of Clause]

G-3            52.232-4087            PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)            AUG/2012

To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

The document type the contractor shall use is as follows:

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

**Name of Offeror or Contractor:**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Government Furnished Equipment

H.1.1 For performance of this contract the Government has the following production molds as Government Furnished Equipment available for use upon request from the Contractor:

## Internal Drink Tube

Part Number: 5-1-1085

Mold Part Number: TG0596

Acquisition Value: \$20,000.00

## Outlet Cover Valve

Part Number: 5-1-1009

Mold Part Number: TG0567

Acquisition Value: \$104,728.00

\*\*\* END OF NARRATIVE H0001 \*\*\*

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

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

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

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

Warren: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](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](mailto:usarmy.detroit.acc.mbx.wrn-web-page@mail.mil) or by calling (586) 282-7059.

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## Name of Offeror or Contractor:

## SECTION I - CONTRACT CLAUSES

|      | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|------|------------------------|--|-------------|
| I-1  | 52.202-1               | DEFINITIONS  | JAN/2012    |
| I-2  | 52.203-3               | GRATUITIES   | APR/1984    |
| I-3  | 52.203-5               | COVENANT AGAINST CONTINGENT FEES   | APR/1984    |
| I-4  | 52.203-6               | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  | SEP/2006    |
| I-5  | 52.203-7               | ANTI-KICKBACK PROCEDURES   | OCT/2010    |
| I-6  | 52.203-8               | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN/1997    |
| I-7  | 52.203-10              | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN/1997    |
| I-8  | 52.203-12              | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS   | OCT/2010    |
| I-9  | 52.203-13              | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT   | APR/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   | AUG/2012    |
| I-12 | 52.209-6               | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | DEC/2010    |
| I-13 | 52.209-9               | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS   | FEB/2012    |
| I-14 | 52.210-1               | MARKET RESEARCH  | APR/2011    |
| I-15 | 52.211-5               | MATERIAL REQUIREMENTS  | AUG/2000    |
| I-16 | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   | APR/2008    |
| I-17 | 52.215-2               | AUDIT AND RECORDS--NEGOTIATIONS  | OCT/2010    |
| I-18 | 52.215-8               | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT   | OCT/1997    |
| I-19 | 52.215-14              | INTEGRITY OF UNIT PRICES   | OCT/2010    |
| I-20 | 52.219-8               | UTILIZATION OF SMALL BUSINESS CONCERNS   | JAN/2011    |
| I-21 | 52.219-14              | LIMITATIONS ON SUBCONTRACTING  | NOV/2011    |
| I-22 | 52.222-1               | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES   | FEB/1997    |
| I-23 | 52.222-3               | CONVICT LABOR  | JUN/2003    |
| I-24 | 52.222-19              | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES   | MAR/2012    |
| I-25 | 52.222-20              | WALSH-HEALEY PUBLIC CONTRACTS ACT  | OCT/2010    |
| I-26 | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES   | FEB/1999    |
| I-27 | 52.222-26              | EQUAL OPPORTUNITY  | MAR/2007    |
| I-28 | 52.222-35              | EQUAL OPPORTUNITY FOR VETERANS   | SEP/2010    |
| I-29 | 52.222-36              | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES   | OCT/2010    |
| I-30 | 52.222-37              | EMPLOYMENT REPORTS ON VETERANS   | SEP/2010    |
| I-31 | 52.222-40              | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT   | DEC/2010    |
| I-32 | 52.222-50              | COMBATING TRAFFICKING IN PERSONS   | FEB/2009    |
| I-33 | 52.222-54              | EMPLOYMENT ELIGIBILITY VERIFICATION  | JUL/2012    |
| I-34 | 52.223-6               | DRUG-FREE WORKPLACE  | MAY/2001    |
| I-35 | 52.223-18              | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING  | AUG/2011    |
| I-36 | 52.225-13              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | JUN/2008    |
| I-37 | 52.227-1               | AUTHORIZATION AND CONSENT  | DEC/2007    |
| I-38 | 52.227-2               | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  | DEC/2007    |
| I-39 | 52.229-3               | FEDERAL, STATE, AND LOCAL TAXES  | FEB/2013    |
| I-40 | 52.232-1               | PAYMENTS   | APR/1984    |
| I-41 | 52.232-8               | DISCOUNTS FOR PROMPT PAYMENT   | FEB/2002    |
| I-42 | 52.232-11              | EXTRAS   | APR/1984    |
| I-43 | 52.232-17              | INTEREST   | OCT/2010    |
| I-44 | 52.232-23              | ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)  | APR/1984    |
| I-45 | 52.232-25              | PROMPT PAYMENT   | OCT/2008    |
| I-46 | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION  | OCT/2003    |
| I-47 | 52.233-1               | DISPUTES   | JUL/2002    |
| I-48 | 52.233-3               | PROTEST AFTER AWARD  | AUG/1996    |
| I-49 | 52.233-4               | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM  | OCT/2004    |
| I-50 | 52.242-13              | BANKRUPTCY   | JUL/1995    |
| I-51 | 52.243-1               | CHANGES--FIXED PRICE   | AUG/1987    |
| I-52 | 52.244-5               | COMPETITION IN SUBCONTRACTING  | DEC/1996    |
| I-53 | 52.244-6               | SUBCONTRACTS FOR COMMERCIAL ITEMS  | DEC/2010    |
| I-54 | 52.245-1               | GOVERNMENT PROPERTY  | APR/2012    |
| I-55 | 52.246-23              | LIMITATION OF LIABILITY  | FEB/1997    |
| I-56 | 52.247-63              | PREFERENCE FOR U.S.-FLAG AIR CARRIERS  | JUN/2003    |
| I-57 | 52.247-68              | REPORT OF SHIPMENT (REPSHIP)   | FEB/2006    |
| I-58 | 52.248-1               | VALUE ENGINEERING  | OCT/2010    |



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First Article Test Report shall be reviewed by the DCMA Quality Assurance Representative before submission to the Contracting Officer. Toxicity testing is required per para 6.5 of EA-DTL-1879, if the rubber formulation has been approved and no changes in the formulation have been made a copy of previous testing approval along with a Certificate of Conformance can be provided for review by the Government in the place of testing.

| NOUN                 | NSN              | PART NUMBER |
|----------------------|------------------|-------------|
| Drink Tube, Internal | 4240-01-260-8711 | 5-1-1085    |

The First Article Test shall consist of 50 of the Internal Drink Tube (Drawing 5-1-1085), at least five from each mold cavity or mandrel will be inspected in accordance with the specification, associated drawings, and QAP 5-1-2959. Ten randomly pulled samples shall be inspected for dimensional requirements per drawing 5-1-2959. Additionally, a silicone rubber material (Type I, Class 1) First Article Test shall consist of 12 test slabs, three test buttons, and three circular discs for physical property testing in accordance with, EA-DTL-1879, see paragraph 4.2.1 and Table I. A separate Certificate of Conformance is required for all materials. As determined by the Government, the sample shall be subject to any or all the examinations and tests in the specifications and applicable drawings. The First Article Test Report shall be reviewed by the DCMA Quality Assurance Representative before submission to the Contracting Officer. Lot conformance testing is required per specification EA-DTL-1879 w/amendment 2. Toxicity testing is required per para 6.5 of EA-DTL-1879, if the rubber formulation has been approved and no changes in the formulation have been made a copy of previous testing approval along with a Certificate of Conformance can be provided for review by the Government in the place of testing.

| NOUN                | NSN              | PART NUMBER |
|---------------------|------------------|-------------|
| Cover, Outlet Valve | 4240-01-260-8699 | 5-1-1009    |

The First Article Test shall consist of 50 of the Internal Drink Tube (Drawing 5-1-1009), at least five from each mold cavity or mandrel will be inspected in accordance with the specification and associated drawings. Each Ethylene Propylene Diene Monomer M-Class (EPDM) and silicone rubber formulation shall be inspected in accordance with DTL EA-R-1378C. Additionally, a silicone rubber material (Type I, Class 1) First Article Test shall consist of 12 test slabs, three test buttons, and three circular discs for physical property testing in accordance with, EA-R-1378C, see paragraph 4.2.1 and Table II. Toxicity testing is required and shall be in accordance with EA-R-1378C, see paragraph 4.2.1 and Table II. A separate Certificate of Conformance is required for all materials. As determined by the Government, the sample shall be subject to any or all the examinations and tests in the specifications and applicable drawings. The First Article Test Report shall be reviewed by the DCMA Quality Assurance Representative before submission to the Contracting Officer.

(b) The Contractor shall submit the first article test report based on the following schedule:

For Valve Disc, Inlet, NSN 4820-01-260-8710: 270 days after award.  
For Drink Tube, NSN 4240-01-441-0557: 150 days after award.  
For Drink Tube, Internal, NSN 4240-01-260-8711: 150 days after award.  
For Outlet Cover Valve, NSN 4240-01-260-8699: 270 days after award.

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

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

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

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

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

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

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(1) progress payments, or

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

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

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

(End of Clause)

I-93            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 8,700 Boxes for Inlet Disc Valve NSN 4820-01-260-8710; 30,000 packages for Internal Drink Tube, NSN 4240-01-441-0557; 8,700 packages for Internal Drink Tubes, NSN 4240-01-260-8711; and 50,000 each for Outlet Cover Valves, NSN 4240-01-260-8699, 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; 34,800 Boxes for Inlet Disc Valve NSN 4820-01-260-8710; 120,000 packages for Internal Drink Tube, NSN 4240-01-441-0557; 34,800 packages for Internal Drink Tubes, NSN 4240-01-260-8711; and 600,000 each for Outlet Cover Valves, NSN 4240-01-260-8699,

(2) Any order for a combination of items in excess of; 34,800 Boxes for Inlet Disc Valve NSN 4820-01-260-8710; 120,000 packages for Internal Drink Tube, NSN 4240-01-441-0557; 34,800 packages for Internal Drink Tubes, NSN 4240-01-260-8711; and 600,000 each for Outlet Cover Valves, NSN 4240-01-260-8699

or

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

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

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

(End of Clause)

I-94            52.219-18            NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS            JUN/2003

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBAs 8(a) Program and which meet the following criteria at the time of submission of offer --

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.



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

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

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

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

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

(3) For long-term contracts

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

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

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

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

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

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

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

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_339113\_\_ assigned to contract number \_\_\_\_\_. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

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

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The

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hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

| Material<br>(If none, insert None) | Identification No. |
|------------------------------------|--------------------|
|                                    |                    |
|                                    |                    |
|                                    |                    |

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

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

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

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

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

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

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
  - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
  - (ii) Obtain medical treatment for those affected by the material; and
  - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-99            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.

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

(End of Clause)

I-100            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-101            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-102            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:

**Name of Offeror or Contractor:**

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

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

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

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

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

[End of Clause]

I-103 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM

APR/2006

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

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

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

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

or

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

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

[End of Clause]

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## SECTION J - LIST OF ATTACHMENTS

| <u>List of Addenda</u> | <u>Title</u>                        | <u>Date</u> | <u>Number of Pages</u> | <u>Transmitted By</u> |
|------------------------|-------------------------------------|-------------|------------------------|-----------------------|
| Exhibit A              | A001 ENGINEERING CHANGE PROPOSAL    |             | 001                    | DATA                  |
| Exhibit B              | A002 REQUEST FOR DEVIATION          |             | 001                    | DATA                  |
| Exhibit C              | A003 NOTICE OF REVISION             |             | 001                    | DATA                  |
| Exhibit D              | A004 FIRST ARTICLE TEST REPORT      |             | 001                    | DATA                  |
| Exhibit E              | A005 RECORD OF MEETING MINUTES      |             | 001                    | DATA                  |
| Exhibit F              | A006 CERTIFICATE OF CONFORMANCE     |             | 001                    | DATA                  |
| Exhibit G              | A007 GOVERNMENT FURNISHED EQUIPMENT |             | 001                    | DATA                  |
| Exhibit H              | A008 TRANSPORTATION DISCREP REPORT  |             | 001                    | DATA                  |

| <u>Regulatory Cite</u>           | <u>Title</u>           | <u>Date</u> |
|----------------------------------|------------------------|-------------|
| J-1<br>52.204-4500<br>TACOM (RI) | ADDITIONAL ATTACHMENTS | FEB/2012    |

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

Title / Number of Pages

Instructions and Address Code Distribution (ARDEC or Chem-Bio)  
See <http://contracting.tacom.army.mil/engr/engrchange.htm>  
1 Pg

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

Data Delivery Description Engineering Change Proposal  
9 Pgs

Data Delivery Description Notice of Revision  
2 Pgs

Data Delivery Description Request for Deviation  
4 Pgs

Guidance on Documentation of Contract Data Requirements List (CDRL)  
2 Pgs

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

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| K-1 | 52.203-11              | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS                                     | SEP/2007    |
| K-2 | 52.222-38              | COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS   | SEP/2010    |
| K-3 | 52.225-20              | PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION   | AUG/2009    |
| K-4 | 52.225-25              | PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION | DEC/2012    |
| K-5 | 252.203-7005           | REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS   | NOV/2011    |
| K-6 | 252.209-7001           | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY   | JAN/2009    |
| K-7 | 252.209-7002           | DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT  | JUN/2010    |
| K-8 | 252.225-7031           | SECONDARY ARAB BOYCOTT OF ISRAEL  | JUN/2005    |
| K-9 | 52.219-1               | SMALL BUSINESS PROGRAM REPRESENTATION (APR 2011) -- ALTERNATE I (APR 2011)  | APR/2011    |

(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) Representations.

(1) The offeror represents as part of its offer that it  
\_\_\_ is,  
\_\_\_ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it  
\_\_\_ is,  
\_\_\_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  
\_\_\_ is,  
\_\_\_ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

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

(ii) It \_\_\_ is,  
\_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:]

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

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

(ii) It \_\_\_ is,  
 \_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:]

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  
 \_\_\_ is,  
 \_\_\_ is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that is  
 \_\_\_ is,  
 \_\_\_ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

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

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

(9) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women

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who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"

(1) Means a small business concern

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"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 (a) of this provision.

"Veteran-owned small business concern" means a small business concern

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K-10 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APR/1985

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices;

(ii) The intention to submit an offer; or

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(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offerors organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision  
 \_\_\_\_\_ [insert full name of person(s) in the offerors organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offerors organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

K-11            52.207-4            ECONOMIC PURCHASE QUANTITY-SUPPLIES            AUG/1987

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

OFFEROR RECOMMENDATIONS

| ITEM  | QUANTITY | PRICE<br>QUOTATION | TOTAL |
|-------|----------|--------------------|-------|
| _____ | _____    | _____              | _____ |
| _____ | _____    | _____              | _____ |
| _____ | _____    | _____              | _____ |

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

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(End of Provision)

K-12

52.209-5

CERTIFICATION REGARDING RESPONSIBILITY MATTERS

APR/2010

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have \_\_\_, have not \_\_\_, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, 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).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offerors responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K-13

52.209-7

INFORMATION REGARDING RESPONSIBILITY MATTERS

FEB/2012

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the

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offeror has provided the requested information with regard to each occurrence.

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

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

(End of provision)

K-14 52.212-3 OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2012) - ALTERNATE I (APR 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certificates electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation" as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

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

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

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of

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reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"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 size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-- Commercial Items, have been entered or updated in 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 paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. 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. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it  
\_\_\_ is,  
\_\_\_ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  
\_\_\_ is,  
\_\_\_ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  
\_\_\_ is,  
\_\_\_ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it  
\_\_\_ is,  
\_\_\_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  
\_\_\_ is,  
\_\_\_ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

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

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:]

**Name of Offeror or Contractor:**

---

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

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

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that omplies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:]

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Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it \_\_\_ is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

---

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either

(A) It \_\_\_ is, \_\_\_ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It \_\_\_ has, \_\_\_ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

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



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**Name of Offeror or Contractor:**

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
| _____         | _____             |
| _____         | _____             |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled Buy American Act -- Free Trade Agreements -- Israeli Trade Act. The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |
| _____         | _____             |

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled Buy American Act -- Free Trade Agreements -- Israeli Trade Act:

Canadian End Products:

| Line Item No.: |
|----------------|
| _____          |
| _____          |

[List as necessary]

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(3) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act``:

Canadian or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
|               |                   |
|               |                   |

[List as necessary]

(4) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act``:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
|               |                   |
|               |                   |

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled Trade Agreements.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

| Line Item No. | Country of Origin |
|---------------|-------------------|
|               |                   |
|               |                   |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) \_\_\_ Are, \_\_\_ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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(2) \_\_\_ Have, \_\_\_ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) \_\_\_ Are, \_\_\_ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) \_\_\_ Have, \_\_\_ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.)

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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 outside the United States); or

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1)  Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2)  Certain services as described in FAR 22.1003-4(d)(1). The offeror  does  does not certify that

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\* TIN: \_\_\_\_\_.

\* TIN has been applied for.

|                           |  |                      |
|---------------------------|--|----------------------|
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\* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\* Sole proprietorship;

\* Partnership;

\* Corporate entity (not tax-exempt);

\* Corporate entity (tax-exempt);

\* Government entity (Federal, State, or local);

\* Foreign government;

\* International organization per 26 CFR 1.6049-4;

\* Other \_\_\_\_\_.

(5) Common parent.

\* Offeror is not owned or controlled by a common parent;

\* Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations--

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

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(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/tllsdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

K-15 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

FEB/1999

The offeror represents that --

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K-16 52.222-25 AFFIRMATIVE ACTION COMPLIANCE

APR/1984

The offeror represents that

(a) It [ ] has developed and has on file,  
[ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K-17 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;

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

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

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

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

(2) Outside the United States.

(End of provision)

K-18            252.209-7999        REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX            JAN/2012  
                  (DEV 2012-        LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION  
                  00004)            2012-00004)

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

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

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

(b) The Offeror represents that--

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

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

(End of provision)

K-19            252.247-7022        REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA            AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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[ ] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

K-20            52.215-4005            MINIMUM ACCEPTANCE PERIOD            OCT/1985  
(TACOM)

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

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

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

The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

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

[End of Provision]

K-21            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-22            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>.



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be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

OFFERORS CHECKING "IS" AND "WILL" ABOVE SHALL ALSO COMPLETE THE FOLLOWING:

(a) Under each line for entries in the Unit Price and the Amount columns in the Schedule (see Section B of this solicitation), offeror shall add the following evaluation factor line and insert the appropriate unit and total price figures if the conditions of subparagraph c. below are met:

Evaluation factor: \$ \_\_\_\_\_ \$ \_\_\_\_\_

(b) Computation of the evaluation factor is explained in the provision in Section M entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.

(c) An evaluation factor entry is to be made only if:

- (1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and
- (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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## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

|     | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|-----|------------------------|--|-------------|
| L-1 | 52.214-34              | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE   | APR/1991    |
| L-2 | 52.214-35              | SUBMISSIONS OF OFFERS IN U.S. CURRENCY   | APR/1991    |
| L-3 | 52.215-1               | INSTRUCTIONS TO OFFERORS--COMPETITIVE  | JAN/2004    |
| L-4 | 52.215-16              | FACILITIES CAPITAL COST OF MONEY   | JUN/2003    |
| L-5 | 52.215-22              | LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT                    | OCT/2009    |
| L-6 | 252.215-7008           | ONLY ONE OFFER   | JUN/2012    |
| L-7 | 52.211-14              | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE | APR/2008    |

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

(End of Provision)

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| L-8 | 52.215-20 | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE III (OCT 1997) | OCT/1997 |
|-----|-----------|---|----------|

(a) Exceptions from certified cost or pricing data.

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

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

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

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

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

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

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

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

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause

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to use Alternate I.

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

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

(End of clause)

L-9            52.216-1            TYPE OF CONTRACT            APR/1984

The Government contemplates award of a Firm-Fixed-Price Indefinite Delivery Indefinite Quantity (ID/IQ) contract resulting from this solicitation.

(End of Provision)

L-10           52.233-2            SERVICE OF PROTEST            SEP/2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (Army Contracting 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-11           52.211-1            AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29            AUG/1998

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

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

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

(End of Provision)

L-12           52.211-2            AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)            JAN/2006

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

(1) ASSIST (<http://assist.daps.dla.mil/>)

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(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-13            52.252-1            SOLICITATION PROVISIONS INCORPORATED BY REFERENCE            FEB/1998

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

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

L-14            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-15            52.204-4700            TEMPORARY GUIDANCE FOR ELECTRONIC SUBMISSION OF OFFERS            OCT/2012  
(WARREN)

Currently the ASFI/BRS system is unavailable due to technical difficulties, Contractors are authorized to utilize procedures for submitting electronic offers in accordance with "Temporary Vendor Guidance" instructions found on the TACOM PROCNET website: <http://contracting.tacom.army.mil/CFDATA/SOL/SOL01.CFM> and for format, specifically in paragraph 2 of Requirement for Electronic Submissions found at: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>. Contractors should remember to consider solicitation closing time when preparing to submit an offer using the U.S. Postal System.

L-16            52.211-4047            NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL            DEC/2004  
(TACOM)            (NEGOTIATED)

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

(b) Definitions:

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

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

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

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

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

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

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

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

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

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

[End of Provision]

L-17 52.215-20 REQUIREMENTS FOR INFORMATION OTHER THAN COST OR PRICING DATA, ALT. IV OCT/1997  
dated Oct. 1997

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

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

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

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

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

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

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

[End of clause]

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L-18            52.215-4003            HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES            MAY/2011  
(TACOM)            (NON-US POSTAL SERVICE MAIL)

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

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

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

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

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

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

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

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

[End of Provision]

L-19            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-20            DA, 52.215-            ABILITY ONE SUBCONTRACTING CREDIT            APR/2010  
5111

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

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

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

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d. For additional information on DoD activities in support of AbilityOne, see [http://www.acq.osd.mil/dpap/cpic/cp/abilityone\\_program.html](http://www.acq.osd.mil/dpap/cpic/cp/abilityone_program.html)

[End of provision]

L-21 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES

OCT/2006

(a) Policy:

A protest to a U.S. Army Materiel Command forum is a protest to the agency, within the meaning of FAR 33.103. The HQAMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest:

An AMC Protest may be filed with either, but not both:

1. the contracting officer designated in the solicitation for resolution of protests, or,
2. HQAMC at the address designated below.

(c) Election of Forum:

After an interested party protests an AMC procurement to HQAMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQAMC-level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority:

The AMC command counsel is designated as the HQAMC protest decision authority. In the absence of the command counsel, the deputy command counsel is designated as the HQAMC protest decision authority.

(e) Time for Filing a Protest:

A HQAMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQAMC Office Hours are 8:00 AM to 4:30 PM Eastern Standard Time. Time for filing any document expires at 4:30 PM, Eastern Standard Time on the last day on which such filing may be made.

(f) Form of Protest:

HQAMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a detailed statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQAMC-Level Protests

- (1) To file an AMC-level protest, send the protest to:

Headquarters U.S. Army Materiel Command  
Office of Command Counsel  
4400 Martin Road  
Rm: A6SE040.001  
Redstone Arsenal, AL 35898-5000  
Fax: (256) 450-8840

Packages sent by FedEx or UPS should be addressed to:

Headquarters U.S. Army Materiel Command  
Office of Command Counsel  
4400 Martin Road  
Rm: A6SE040.001  
Redstone Arsenal, AL 35898-5000  
Fax: (256) 450-8840

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If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:  
<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

(2) Within 10 working days after the protest is filed, the contracting officer, with the assistance of legal counsel, shall file with the HQAMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQAMC protest decision authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQAMC protest decision authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within one working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQAMC prior to award, a contract may not be awarded unless authorized by the HQAMC director of contracting, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQAMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.506, the contracting officer shall suspend performance. The HQAMC director of contracting may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQAMC protest decision authority.

(i) Remedies:

The HQAMC protest decision authority may grant any one or combination of the following remedies:

- a. terminate the contract;
- b. re-compete the requirement;
- c. issue a new solicitation;
- d. refrain from exercising options under the contract;
- e. award a contract consistent with statute and regulation;
- f. pay appropriate costs as stated in FAR 33.102(b)(2);
- g. such other remedies as HQAMC protest decision authority determines necessary to correct a defect.

[End of Clause]

|      |             |   |          |
|------|-------------|---|----------|
| L-22 | 52.245-4002 | ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL | MAR/1996 |
|      | (TACOM)     | TOOLING   |          |

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

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

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

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plant equipment items used for general plant testing purposes.

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

[End of Provision]

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## SECTION M - EVALUATION FACTORS FOR AWARD

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

|     |                      |   |          |
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| M-1 | 52.209-4011<br>ALT I | CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD | APR/2011 |
|-----|----------------------|---|----------|

(a) We may award up to ONE contracts to the offerors that:

(1) submit 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) submit a bid or proposal that meets all the material requirements of this solicitation, and

(3) meet 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-2 | 52.209-4011<br>(TACOM) | CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD | JAN/2001 |
|-----|------------------------|---|----------|

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

(1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and

(2) submits a bid or proposal that meets all the material requirements of this solicitation, and

(3) meets all the responsibility criteria at FAR 9.104.

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

(1) arrange a visit to your plant and perform a preaward survey;

(2) ask you to provide financial, technical, production, or managerial background information.

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

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

[End of Provision]

|     |                        |                            |          |
|-----|------------------------|----------------------------|----------|
| M-3 | 52.216-4006<br>(TACOM) | METHOD OF PRICE EVALUATION | NOV/2007 |
|-----|------------------------|----------------------------|----------|

(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,

**Name of Offeror or Contractor:**

award will be made to the responsible offeror whose offer represents the lowest evaluated price, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

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

[End of Provision]

M-4            52.245-4001            EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY            MAR/1985  
 (TACOM)

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

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

Monthly Rental Rates

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

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

| <u>Age of Equipment</u> | <u>Monthly Rental Rates</u> |
|-------------------------|-----------------------------|
| 0-2 years               | 3.00%                       |
| Over 2 to 3 years       | 2.00%                       |
| Over 3 to 6 years       | 1.50%                       |
| Over 6 to 10 years      | 1.00%                       |
| Over 10 years           | 0.75%                       |

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

- Two percent (2.00%) per month for electronic test equipment and automotive equipment;
- One percent (1.00%) per month for special tooling and for all other property and equipment.

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

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-13-R-0082 <b>MOD/AMD</b> | <b>Page 82 of 82</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

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

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

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

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

[End of Provision]

CONTRACT DATA 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.: 0020
  - B. EXHIBIT: A
  - C. CATEGORY: Data Delivery Description
  - D. SYSTEM/ITEM: M40A1/M42A2 Mask
  - E. CONTRACT/PR NO.: W56HZV-13-R-0082
- 

- 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
- 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 / FINAL  
SEE ADDRESS CODE // DISTRIBUTION ADDRESS ATTACHMENT 0006//
- 15. TOTAL: 0

16. Remarks:

\*SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF THE ECP.  
CONTRACTOR FORMAT IS ACCEPTABLE, DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). 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  
\  
\* 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:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

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- 
- A. CONTRACT LINE ITEM NO.: 0020
  - B. EXHIBIT: B
  - C. CATEGORY: Data Delivery Description
  - D. SYSTEM/ITEM: M40A1/M42A2 Mask
  - E. CONTRACT/PR NO.: W56HZV-13-R-0082
- 

- 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
- 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 / A. ADDRESSEES B. COPIES DRAFT / FINAL  
SEE ADDRESS CODE // DISTRIBUTION ADDRESS ATTACHMENT //
- 15. TOTAL:0

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16. Remarks:

\*SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF THE ECP.  
CONTRACTOR FORMAT IS ACCEPTABLE, DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). 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  
\ \* 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:
-

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

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- 
- A. CONTRACT LINE ITEM NO.: 0020  
B. EXHIBIT: C  
C. CATEGORY: Data Delivery Description  
D. SYSTEM/ITEM: M40A1/M42A2  
E. CONTRACT/PR NO.: W56HZV-13-R-0082

- 
1. DATA ITEM NO. A003  
2. TITLE OF DATA ITEM: NOTICE OF REVISION  
3. SUBTITLE:  
4. AUTHORITY: DI-CMAN-80642C  
5. CONTRACT REFERENCE: Section C  
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 / A. ADDRESSEES B. COPIES DRAFT / FINAL  
SEE ADDRESS CODE // DISTRIBUTION ADDRESS //  
15. TOTAL: 1

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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 <mailto:ROCK-ECP-INPUT@CONUS.ARMY.MIL>. ELECTRONIC FILES MUST BE LESS THAN 7MB. FORMS LOCATED AT [https://www.pica.army.mil/prod\\_techdata/cmdocs-links.htm](https://www.pica.army.mil/prod_techdata/cmdocs-links.htm) ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM. \*\*\*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

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- 
- A. CONTRACT LINE ITEM NO.: 0020
  - B. EXHIBIT: D
  - C. CATEGORY: Data Delivery Description
  - D. SYSTEM/ITEM: M40A1/M42A2 Mask
  - E. CONTRACT/PR NO.: W56HZV-13-R-0082
- 

- 1. DATA ITEM NO. A004
- 2. TITLE OF DATA ITEM: FIRST ARTICLE TEST REPORT
- 3. SUBTITLE:
- 4. AUTHORITY: DI-NDTI-80809B
- 5. CONTRACT REFERENCE: Section C; Section E, 52.209-3(b)
- 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 / FINAL  
SEE ADDRESS CODE // DISTRIBUTION ADDRESS ATTACHMENT 0006 //
- 15. TOTAL: 1

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16. Remarks:

\*FATR SHALL BE SUBMITTED THRU THE DCMA QAR. SEE THE CONTRACT CLAUSES PERTAINING TO FIRST ARTICLE TEST REPORTS FOR INSTRUCTIONS REGARDING SUBMISSION AND DISPOSITION OF FIRST ARTICLES. SUBMIT ELECTRONICALLY THRU THE QAR TO THE CONTRACT SPECIALIST/PCO. THE CONTRACT SPECIALIST WILL PROVIDE THE FATR 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

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-----  
A. CONTRACT LINE ITEM NO.: 0020  
B. EXHIBIT: E  
C. CATEGORY: Data Delivery Description  
D. SYSTEM/ITEM: M40A1/M42A2 Mask  
E. CONTRACT/PR NO.: W56HZV-13-R-0082  
-----

1. DATA ITEM NO. A005  
2. TITLE OF DATA ITEM: RECORD OF MEETING MINUTES  
3. SUBTITLE:  
4. AUTHORITY:  
5. CONTRACT REFERENCE: Section C  
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 / FINAL  
SEE ADDRESS CODE // DISTRIBUTION ADDRESS ATTACHMENT //  
15. TOTAL: 0

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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 0001) 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:  
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CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

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- 
- A. CONTRACT LINE ITEM NO.: 0020
  - B. EXHIBIT: F
  - C. CATEGORY: Data Delivery Description
  - D. SYSTEM/ITEM: M40A1/M42A2 Mask
  - E. CONTRACT/PR NO.: W56HZV-13-R-0082
- 

- 1. DATA ITEM NO. A006
- 2. TITLE OF DATA ITEM: CERTIFICATE OF CONFORMANCE
- 3. SUBTITLE:
- 4. AUTHORITY: DI-MISC-81356A\*
- 5. CONTRACT REFERENCE: Section C
- 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 / FINAL  
SEE ADDRESS CODE // DISTRIBUTION ADDRESS ATTACHMENT //
- 15. TOTAL: 0

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16. Remarks:

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

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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.: 0020
  - B. EXHIBIT: G
  - C. CATEGORY: Data Delivery Description
  - D. SYSTEM/ITEM: M40A1/M42A2 Mask
  - E. CONTRACT/PR NO.: W56HZV-13-R-0082
- 

- 1. DATA ITEM NO. A007
- 2. TITLE OF DATA ITEM: GOVERNMENT FURNISHED MATERIAL STATUS REPORT
- 3. SUBTITLE:
- 4. AUTHORITY: DI-MGMT-080269\*
- 5. CONTRACT REFERENCE: Section C
- 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 / FINAL  
SEE ADDRESS CODE // DISTRIBUTION ADDRESS ATTACHMENT //
- 15. TOTAL: 0

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16. Remarks:

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

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CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

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-----  
A. CONTRACT LINE ITEM NO.: 0400 B. EXHIBIT: H  
C. CATEGORY: Accountable Property  
D. SYSTEM/ITEM: M40A1/M42A2 Mask System  
E. CONTRACT/PR NO.: W56HZV-13-R-0082  
-----

1. DATA ITEM NO.: A008  
2. TITLE OF DATA ITEM: Transportation Discrepancy Report  
3. SUBTITLE: -  
4. AUTHORITY: DI-MGMT-80554  
5. CONTRACT REFERENCE: SOW, ACTBY INST, PARA 2A(1)  
6. REQUIRING OFFICE: AMSTA-LC-CIA  
7. NO  
8. APP CODE: -  
9. DIST STATEMENT REQUIRED: N/A  
10. FREQUENCY: As Required  
11. AS OF DATE: As Required  
12. DATE OF 1ST SUBMISSION: \*  
13. DATE OF SUBSEQUENT SUBMISSION: -  
14. DRFT/REG/REPRO DISTRIBUTION COPIES: AMSTA-LC-CIAT\*\* 0/1/0  
15. TOTAL COPIES: PAPER: 0 E-MAIL: 1 CD-ROM: 0  
-----

16. REMARKS:  
\*SUBMISSION REQUIRED UPON DISCOVERY OF TRANSPORTATION DISCREPANCY WHEN  
MATERIAL IS RECEIVED AT CONTRACTOR'S FACILITY.  
\*\*E-MAIL <mailto:TACOM.TRANSPORTATION@TACOM.ARMY.MIL>

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