

1. Request No. W56HZV-13-T-0054	2. Date Issued 2013APR23	3. Requisition/Purchase Request No. See Schedule	4. Cert For Nat Def. Under BDSA Reg. 2 and/or DMS Reg. 1	Rating DON6
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5A. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-ADT-A WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL	W56HZV
6. Deliver by (Date) See Schedule	
7. Delivery	
<input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other	

5B. For Information Call: (Name and telephone no.) (No collect calls) STEPHANIE N. PEPKA (586) 282-6469 EMAIL: STEPHANIE.N.PEPKA@US.ARMY.MIL

8. To: Name and Address, Including Zip Code	9. Destination (Consignee and address, including Zip Code) See Schedule
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10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date) 2013MAY23	IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.
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11. Schedule (Include applicable Federal, State, and local taxes)

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

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

NOTE: Additional provisions and representations are are not attached.

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

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Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

Buyer Name: STEPHANIE N. PEPKA
Buyer Office Symbol/Telephone Number: CCTA-ADT-A/(586)282-6469
Type of Contract: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders
Weapon System: Collective Protection Equipment

*** End of Narrative A0000 ***

A.1 Administrative Summary

A.1.1 REQUIREMENTS:

The Army Contracting Command Warren (DTA) intends to award a sole source contract to Product Development & Analysis LLC (CAGE 4C5H6) to supply the following item:

NSN: 4820-01-541-1746
PART NUMBER: 5-4-9894
ITEM NAME: Pressure Relief Valve Assembly

A.1.2 UNIQUE ASPECTS OF THIS SOLICITATION:

1. This solicitation, W56HZV-13-T-0054, is for a Firm Fixed Price Base Contract with two one year 50% Options.
2. First Article Testing (FAT) will not be required. Contractor will provide a Certificate of Conformance with each delivery.
3. Delivery is 50 items per month starting 120 days after award. The contractor is encouraged to manufacture and deliver on a faster schedule than shown, if it can be done at no additional cost to the Government.

A.1.3 THE QUANTITIES FOR ORDERING:

This solicitation will be awarded as a Base Contract with two one year 50% Options. The Base will be awarded as 432 units (EA) for a total of 864 units (EA) if all options are exercised. Option period one is award through 365 days after award. Option period two is 366 days after award through 730 days after award.

A.1.4 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.

A.1.5 NOTICE OF CAGE CODE:

DFARS provision 252.204-7001 requires you to include your Commercial and Government Entity (CAGE) code in block 17 on page one(1) of this solicitation, along with your name and address. If it will not fit in the space provided in block 17 please insert it here:_____

A.1.6 REQUIRED NOTIFICATION TO SUBCONTRACTORS (IF USED):

You shall advise all potential suppliers and subcontractors of the DO/DX Rating assigned to orders resulting from the subcontractors. The Rating can be found next to Block 13b on the first line of the Standard Form 1449 (SF 1449).

A.1.7 SET ASIDE INFORMATION:

The solicitation W56HZV-13-T-0054 will result in a sole source award.

A.1.8 TDP and SPI Link:

The link for the Technical Data Package (TDP) and the Special Packaging Instructions (SPI) can be found at (URL) <https://www.fbo.gov/fedteds/W56HZV12T0054>

A.1.9 NOTICE REGARDING MARKINGS:

Name of Offeror or Contractor:

A Special Packaging Instruction applies to shipments made under this contract. Item Unique Identification (IUID) markings are not required under this contract. Please note that the requirement for RFID tags does not apply to shipments made under the contract.

A.1.10 ACKNOWLEDGEMENT OF AMENDMENTS:

Please acknowledge any amendments/modifications. Include the number and date of each amendment/modification.

A.1.11 REQUIRED COPIES IN RESPONSE TO THIS SOLICITATION:

To be considered for award, you must return one signed original of your offer, completed and properly executed, by the time and date shown in block 5B of the SF18.

A.1.12 QUESTION/PROBLEM RESOLUTION:

Routine questions regarding this award should be directed to the buyer identified in Block 10 of the SF 33. If you have more serious concerns, please seek resolution with the contracting officer. Additional source of information can be found in the following provisions on Section L in the solicitation: NOTICE OF HOW TACOM (ACC) OMBUDSPERSON, AND HQ AMC-LEVEL PROTEST PROGRAM.

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

The Administrative Summary has been prepared as an aid to you, the offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this award. However, if you find any inconsistency between this Administrative Summary and the award, please contact the buyer identified in Block 9 of this SF 1449.

A.1.14 Award:

The award will be made as a sole source award to Product Development & Analysis, LLC (CAGE 4C5H6).

*** END OF NARRATIVE A0001 ***

Regulatory Cite	Title	Date
1 52.204-4016	WARREN ELECTRONIC CONTRACTING	MAR/2013

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

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

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

(d) Requirements for the online ASFI bid submission:

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

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

https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV13T0054

(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.

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Name of Offeror or Contractor:

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

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

(e) Note to offerors:

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

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

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

Solicitations may remain posted on the 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. 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

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]

3 52.214-4000 ACKNOWLEDGMENT OF AMENDMENTS OCT/1993

Data not printed.

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

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

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

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

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>PRESSURE RELIEF VALVE ASSY NSN: 4820-01-541-1746 GENERIC NAME DESCRIPTION: PRESSURE RELIEF VALVE ASSY CLIN CONTRACT TYPE: Firm Fixed Price FSCM: 81337 PART NR: 5-4-9894</p> <p>Only Product Development & Analysis LLC (CAGE 4C5H6)part number PDA1068-9894 satisfies the Government's requirements.</p> <p style="text-align: center;">(End of narrative A001)</p>																						
0001AA	<p><u>BASE QUANTITY</u> _____</p> <p>432</p> <p>EA</p> <p>GENERIC NAME DESCRIPTION: PRESSURE RELIEF VALVE ASSY PRON: S61ZK519PC PRON AMD: 02</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table border="0" style="width: 100%;"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W58HZ11007A880</td> <td>W22PVJ</td> <td>J</td> <td></td> <td>2</td> </tr> </table> <table border="0" style="width: 100%;"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>432</td> <td>0120</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT XU GEN SUP STORAGE PT CRP WHSE 211 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND, KY, 40475-5070</p> </p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W58HZ11007A880	W22PVJ	J		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	432	0120	432	EA	\$ _____	\$ _____
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	W58HZ11007A880	W22PVJ	J		2																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																					
001	432	0120																					

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	PRESSURE RELIEF VALVE ASSY GENERIC NAME DESCRIPTION: PRESSURE RELIEF VALVE ASSY FSCM: 4820 PART NR: 5-4-9894 NSN: 4240-01-541-1746 Only Product Development & Analysis LLC (CAGE 4C5H6)part number PDA1068-9894 satisfies the Government's requirements. (End of narrative A001)				
0002AA	FIRST OPTION PERIOD _____ GENERIC NAME DESCRIPTION: PRESSURE RELIEF VALVE ASSY <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 FOB POINT: Destination SHIP TO: (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT XU GEN SUP STORAGE PT CRP WHSE 211 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND,KY,40475-5070			\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>PRESSURE RELIEF VALVE ASSY GENERIC NAME DESCRIPTION: PRESSURE RELIEF VALVE ASSY FSCM: 4820 PART NR: 5-4-9894</p> <p>NSN: 4240-01-541-1746</p> <p>Only Product Development & Analysis LLC (CAGE 4C5H6)part number PDA1068-9894 satisfies the Government's requirements.</p> <p>(End of narrative A001)</p>				
0003AA	<p>SECOND OPTION PERIOD _____</p> <p>GENERIC NAME DESCRIPTION: PRESSURE RELIEF VALVE ASSY</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 5-4-9894</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT XU GEN SUP STORAGE PT CRP WHSE 211 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND, KY, 40475-5070</p>			\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<u>DATA ITEMS</u>				
A001	<p><u>Service Data Item - Not Priced</u></p> <p>1</p> <p>LO</p> <p>\$ _____</p> <p>\$ _____ ** NSP **</p> <p>GENERIC NAME DESCRIPTION: ENGINEERING CHANGE PROPOSAL</p> <p>ENGINEERING CHANGE PROPOSAL (ECP) IN ACCORDANCE WITH CDRL A001 AND ATTACHMENT 0001.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 AS REQUIRED</p>	1	LO	\$ _____	\$ _____ ** NSP **
A002	<p><u>Service Data Item - Not Priced</u></p> <p>1</p> <p>LO</p> <p>\$ _____</p> <p>\$ _____ ** NSP **</p> <p>GENERIC NAME DESCRIPTION: REQUEST FOR DEVIATION (RFD)</p> <p>REQUEST FOR DEVIATION (RFD) IN ACCORANCE WITH CDRL A002 AND ATTACHMENT 0002.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 AS REQUIRED</p>	1	LO	\$ _____	\$ _____ ** NSP **
A003	<p><u>Service Data Item - Not Priced</u></p> <p>1</p> <p>LO</p> <p>\$ _____</p> <p>\$ _____ ** NSP **</p> <p>GENERIC NAME DESCRIPTION: NOTICE OF REVISION (NOR)</p>	1	LO	\$ _____	\$ _____ ** NSP **

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MOD/AMD

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

6 52.204-4003 START OF WORK MEETING MAY/2000
(TACOM)

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]

7 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: n/a

TDP Link (URL): n/a

[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/W56HZV13T0054>

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]

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Name of Offeror or Contractor:

C.1 MEETINGS/CONFERENCES

C.1.1 Start of Work (SOW) Meeting: Thirty (30) days after contract award a Start of Work Meeting shall be held at the U.S. Army Contracting Command - Warren (DTA) or by teleconference. 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.1.2 Contract Status Review Meeting: 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 ACC-WRN (DTA), 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.1.3 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. The Contractor shall follow the attached DID number DI-ADMIN-81505 (per CDRL A005), Report, Record of Meetings, (located in Section J), for the minutes format. The URL for the meeting format is Assist Quick Search: <https://assist.daps.dla.mil/quicksearch/> (Attachment 0005).

C.1.4 When meetings are held at the Contractor's facility, the Contractor will make the following available for the Government's use:

C.1.4.1 Production or other required versions of the Pressure Relief Valve needed for viewing.

C.1.4.2 Required technical, logistics or other documentation (including drawings, computer data bases, publications, and other required data).

C.1.4.3 Computer resources, as required.

*** END OF NARRATIVE C0001 ***

PACKAGING AND MARKING

12 52.211-4501 PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS) DEC/2007
TACOM (RI)

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

PRESERVATION: MILITARY
LEVEL OF PACKING: -B-
QUANTITY PER UNIT PACKAGE: -001-
SPI NUMBER-P5-4-9894, SEE NOR Z24-0526-008-

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

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required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see <http://www.acq.osd.mil/log/rfid/index.htm> for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

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

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

F. Hazardous Materials (as applicable):

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

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

--International Air Transport Association (IATA) Dangerous Goods Regulations

--International Maritime Dangerous Goods Code (IMDG)

--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.

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

(DS6419)

(End of Clause)

INSPECTION AND ACCEPTANCE

13	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
14	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
15	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
16	52.211-4029 (TACOM)	INTERCHANGEABILITY OF COMPONENTS	MAY/1994

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

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

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

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

[End of clause]

17 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]

18 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.
- (c) All production lot acceptance inspection/test costs required to be performed or directed by government documents, contract clauses, drawing, specification or publications used to determine material compliance or suitability for use in this contract.
- (d) All transportation and/or shipping costs associated with the performance of FA tests and/or production lot testing/acceptance inspection.
- (e) All inspections and tests performed by government or commercial test laboratories.

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

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

Name of Offeror or Contractor:

For agent or simulant and physical testing:

Chief
Test, Reliability & Evaluation Branch
Edgewood Chemical Biological Center
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)

DELIVERIES OR PERFORMANCE

19	52.242-15	STOP-WORK ORDER	AUG/1989
20	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
21	52.247-34	F.O.B. DESTINATION	NOV/1991
22	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
23	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2011) -- ALTERNATE I (DEC 2011)	DEC/2011
24	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	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 deliveries according to the following schedule on all orders:

Name of Offeror or Contractor:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

(i) If FAT is required, start deliveries 150 days after the delivery order date; or

(ii) If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first delivery order, start deliveries 150 days after delivery order date.

(iii) You will deliver 50 units every thirty days.

(iv) You can deliver more units every thirty days at no additional cost to the government with PCO approval.

(d) Accelerated delivery schedule is acceptable.

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

(1) 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]

25	52.247-4457	LONG TERM CONTRACTS - FOB DESTINATION (TACOM)	OCT/1999
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For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed:

100% to XU W0L7 BLUE GRASS ARMY DEPOT
XU GEN SUP STORAGE PT CRP WHSE 211
431 BATTLEFIELD MEMORIAL HIGHWAY
RICHMOND, KY, 40475-5070

(End of Clause)

26	52.247-4017	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES	NOV/2009
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	MILSTRIP	Rail	Motor	Parcel Post
<u>SPLC*</u>	<u>Code</u>	<u>Ship To:</u>	<u>Ship To:</u>	<u>Mail To:</u>
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001

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

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
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		Rec Whse 10 Tracy, Ca 95376-5000	Rec Whse 10 Tracy, Ca 95376-5000	
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.

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

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

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

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

[End of Clause]

Blue Grass Army Depot hours of operation for receipt of shipments are Monday through Thursday, 7:00 a.m to 4:30 p.m. On Friday, receipt of shipments are not available. The contractor shall schedule shipments accordingly.

*** END OF NARRATIVE F0001 ***

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CONTRACT ADMINISTRATION DATA

27 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:

1. 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.

2. 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: S1403A

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)

3. 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.

4. 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.

5. 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.

6. 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: Dennis A. Brown
Primary Acceptor e-mail: Dennis.Brown@dcma.mil

Alternate Acceptor Name: Darlene Jones
Alternate Acceptor e-mail: Darlene.Jones@dcma.mil

Contract Specialist Name: Stephanie N Pepka
Contract Specialist e-mail: stephanie.n.pepka.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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(DFARS PGI)

(DFAS) - Line Item Specific: by Cancellation Date

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

[End of Clause]

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SPECIAL CONTRACT REQUIREMENTS

29 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING AUG/2012

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

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

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

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

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

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

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

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

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

30 52.245-4500 DEMILITARIZATION AND TRADE SECURITY CONTROL REQUIREMENTS AND OCT/2011
ARDEC-RI PROCEDURES

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

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

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

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C. The DoD policy and requirements for demil are contained in the DoDM 4160.28-M-V1, V2, and V3, Defense Demilitarization Manuals (hereinafter referred to as Demil Manual, available at <http://www.dtic.mil/whs/directives/corres/publ.html>). This manual is hereby incorporated by reference, and its terms, conditions, and procedures are valid and enforceable as contractual requirements. If there is a conflict between the Demil Manual and the Demil and/or TSC Clause herein, the Demil Manual takes precedence.

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

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

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

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

H. The Contractor agrees that demil performed under this contract will be conducted in accordance with this clause or DoDM 4160.28-M-V1, V2 and V3, Demil Manual, and all demilitarized material will meet or exceed the definition of scrap as defined by this clause.

II. Definitions:

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

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

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

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

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

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

G. Trade security control (TSC) is control procedures designed to preclude the sale or shipment of Munitions List or Commerce Control List items to any entity whose interests are inimical to those of the United States. These controls are also applicable to such other selected entities as may be designated by the Deputy Under Secretary of Defense (Trade Security Policy).

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

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I. Significant military equipment (SME) is material for which special export controls are warranted because of their capacity for substantial military utility or capability. Items designated as SME require worldwide demil as prescribed in DoDM 4160.28-M-V1, V3 and V3, Demil Manual.

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

III. Applicability:

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

IV. Contractor Demil and TSCs:

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

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

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

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

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

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

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

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

VI. Demil Waivers:

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

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

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

VIII. Contractor Access and Identification of Demilitarization Requirements:

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

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1. Logon to the WebFLIS Web site http://www.dlis.dla.mil/WebFlis/pub/pub_search.aspx. This displays the Federal Logistics Information System WebFLIS Public Inquire.
2. Enter NIIN or NSN and click on "Go". This page displays the demilitarization code under the icon "DMIL". Make note of the assigned demilitarization code.
3. Click on the icon "DMIL" provided on this Web site. Print these demilitarization code definitions for future reference and close the screen.

B. The Contractors demilitarization requirement:

1. The Contractors demilitarization requirement is based on the demilitarization code (A, B, C, D, E, F, G, P or Q) assigned to the property and its corresponding definition.
2. Match the demilitarization code with its definition. Demilitarize excess property in accordance with the demilitarization code definition.

Note: If an NSN has NOT been assigned to the property in question, the demilitarization code for the property is not in this database. Contact the PCO for the demilitarization requirements for property if the demilitarization code could not be identified in this database.

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

Option 1:

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

Option 2:

1. Abandon or sell the excess GFE and transfer the title to the Contractor.
2. Prior to the Government transferring the title of demilitarized or un-demilitarized excess GFE and regardless of its serviceability, all TSC laws must be satisfied. Therefore, the Contractor must be in possession of an approved end use certificate (EUC), DLA Form 1822, before the Government transfers title to the property.
3. The EUC is the U.S. Government's instrument to ensure the Contractor is aware of and agrees to assume the responsibility for future TSC requirements and demilitarization cost and liabilities for the excess GFE. The demilitarization and TSC requirements for MLI/CLE do not diminish over time. For complete TSC requirements, see paragraph IX of this clause and DoDM 4160.28-M-V1, V2 and V3, Demil Manual.
4. Contractors and other persons must obtain the permission of the PCO prior to any subsequent disposition or sale. Any subsequent disposition or sale will be accomplished in accordance with DoDM 4160.28-M-V1, V2 and V3, Demil Manual.

Option 3:

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

IX. Demilitarization and Trade Security Controls Matrix

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

	Demil Code	Demil Req'd	No Demil Req'd	TSC Required
Non-MLI/or Non-CCLI	A Commercial		X	
MLI-Non-SME	B		X	X EUC DLA Form 1822
MLI/SME	C	X		X EUC DLA Form 1822
MLI/SME	D	X		X EUC DLA Form 1822
MLI/Non-SME	E	X		X EUC DLA Form 1822
MLI/SME	F	X		X EUC DLA Form 1822
MLISME	G	X		X EUC DLA Form 1822
MLI/SME	P	X		X EUC DLA Form 1822
EAR/CCLI	Q Dual Use/ Commercial		X	X EUC DLA Form 1822

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CONTRACT CLAUSES

31	52.204-2	SECURITY REQUIREMENTS	AUG/1996
32	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
33	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
34	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
35	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
36	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
37	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
38	52.219-3	NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD	NOV/2011
39	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
40	52.219-13	NOTICE OF SET-ASIDE OF ORDERS	NOV/2011
41	52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV/2011
42	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
43	52.222-3	CONVICT LABOR	JUN/2003
44	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
45	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
46	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
47	52.222-26	EQUAL OPPORTUNITY	MAR/2007
48	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
49	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
50	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
51	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
52	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
53	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
54	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
55	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
56	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
57	52.232-1	PAYMENTS	APR/1984
58	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
59	52.232-11	EXTRAS	APR/1984
60	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
61	52.232-25	PROMPT PAYMENT	OCT/2008
62	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
63	52.233-1	DISPUTES (JUL 2002) -- ALTERNATE I (DEC 1991)	DEC/1991
64	52.233-3	PROTEST AFTER AWARD	AUG/1996
65	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
66	52.243-1	CHANGES--FIXED PRICE	AUG/1987
67	52.246-23	LIMITATION OF LIABILITY	FEB/1997
68	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
69	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
70	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
71	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
72	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
73	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
74	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
75	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
76	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
77	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
78	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
79	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	MAY/2011
80	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
81	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
82	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
83	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
84	252.225-7036	BUY AMERICAN--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	DEC/2012
85	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2012
86	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
87	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
88	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
89	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006

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90	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
91	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2013
92	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
93	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) -- ALTERNATE III (MAY 2002)	MAY/2002

94	52.216-22	INDEFINITE QUANTITY	OCT/1995
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(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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

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

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

(End of Clause)

95	252.216-7006	ORDERING	MAY/2011
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from Date of Contract Award through Five Years from the Date of Contract Award.

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

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

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

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

(End of Clause)

96	52.217-4001 (TACOM)	SEPARATELY PRICED OPTION FOR INCREASED QUANTITY	FEB/2007
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(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than see Section A days after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

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

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

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[End of Clause]

97 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL AUG/2012
ITEMS)

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

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

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

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

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

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

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

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

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

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

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

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

(iv) 52.232-25, Prompt Payment (Oct 2008).

(v) 52.233-1, Disputes (July 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jan 2011).

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

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

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

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).

(ii) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) 52.222-20, Walsh-Healey Public Contracts Act (Oct 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

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(vi) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(vii) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wade Island, or the outer continental shelf lands).

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

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

(A) Delivered;

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

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

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

(x) 52.225-1, Buy American ActSupplies (Feb 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

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

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

(xi) 52.232-33, Payment by Electronic Funds TransferCentral Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xii) 52.232-34, Payment by Electronic Funds TransferOther than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

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

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

(i) 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000).

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

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

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

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

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VFDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this

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contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

(End of Clause)

98 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION APR/2012

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

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

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

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

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

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(3) For long-term contracts

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

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

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

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

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

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

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

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

(End of clause)

99 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

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

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

Material	Identification No.
(If none, insert None)	

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

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

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

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(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)

100 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

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

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

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

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

Warning

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

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

(End of Clause)

101 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

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

(End of Clause)

102 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

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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)

103 252.223-7001 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)

104 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

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

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

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

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

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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]

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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	CDRL - A001 ENGINEERING CHANGE PROPOSAL (ECP)			ELECTRONIC
Exhibit B	CDRL - A002 REQUEST FOR DEVIATION (RFD)			IMAGE
Exhibit C	CDRL - A003 NOTICE OF REVISION (NOR)			ELECTRONIC
Exhibit D	CDRL - A004 CERTIFICATE OF COMPLIANCE			IMAGE
Exhibit E	CDRL - A005 MEETING MINUTES			IMAGE
Attachment 0001	DDD - ENGINEERING CHANGE PROPOSAL (ECP)			
Attachment 0002	DDD - REQUEST FOR DEVIATION (RFD)			
Attachment 0003	DDD - NOTICE OF REVISION (NOR)			
Attachment 0004	DDD - CERTIFICATE OF CONFORMANCE			
Attachment 0005	DDD - RECORD OF MEETING MINUTES			

105 52.204-4500 ADDITIONAL ATTACHMENTS FEB/2012
TACOM (RI)

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

Title / Number of Pages

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

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

1 Pg

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

1 Pg

Data Delivery Description Engineering Change Proposal

9 Pgs

Data Delivery Description Notice of Revision

2 Pgs

Data Delivery Description Request for Deviation

4 Pgs

Guidance on Documentation of Contract Data Requirements List (CDRL)

2 Pgs

Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

106	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
107	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
108	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
109	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
110	52.207-4	ECONOMIC PURCHASE QUANTITY-SUPPLIES	AUG/1987

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

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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

(End of Provision)

111	52.215-6	PLACE OF PERFORMANCE	OCT/1997
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(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,
 intends,
 does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of Provision)

112	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999
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The offeror represents that --

Name of Offeror or Contractor:

- (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)

113 252.209-7999 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)

114 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY NOV/1995

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

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

TABLE

Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply Company Address Part No.			Actual Mfg?
(1)	(2)	(3)	(4)	(4)	(5)	(6)

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list none.
- (3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in

Name of Offeror or Contractor:

the table.

- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use Y if the source of supply is the actual manufacturer; N if it is not; and U if unknown.

(End of provision)

115 52.211-4038 REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM APR/1997
(TACOM)

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

REPRESENTATION

(1) On (date) _____ we manufactured and supplied to (approved manufacturer) _____ items to which we have assigned our part number _____.

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

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

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

[End of Provision]

116 52.213-4007 QUOTER REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA FEB/1998
(TACOM)

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

- [] Do
[] Do Not

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

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

[End of Provision]

117 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.

Name of Offeror or Contractor:

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]

118 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]

119 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) OCT/2008 (TACOM)

(a) Definitions.

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

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

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

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

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

[End of Provision]

120 52.245-4004 CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE AND JAN/1991 EVALUATION FACTOR FOR USE OF THE GOVERNMENT-OWNED PROPERTY

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The Government contemplates award of a Firm Fixed Price, Indefinite Delivery, Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of Provision)

125 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL AUG/1998
SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART
101-29

(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)

126 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS JAN/2006
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION
INFORMATION SYSTEM (ASSIST)

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

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

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

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

(End of Provision)

127 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN OCT/2010
CERTIFIED COST OR PRICING DATA

(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

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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 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.

(End of Provision)

128 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>

129 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)

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130	52.211-4047 (TACOM)	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)	DEC/2004
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(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

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

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

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

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

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

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

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

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

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

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

[End of Provision]

131	52.211-4054 (TACOM)	PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES	MAR/1989
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For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

132	52.215-20	REQUIREMENTS FOR INFORMATION OTHER THAN COST OR PRICING DATA, ALT. IV dated Oct. 1997	OCT/1997
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(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

Name of Offeror or Contractor:

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]

133	52.215-4003 (TACOM)	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)	MAY/2011
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(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]

134	52.215-4400	ARMY INFORMATION SYSTEMS (IS) SECURITY REQUIREMENT CONTRACTOR INVESTIGATION/CLEARANCE. Reference AR25-2, AR 380-67, DoD 5200.2-R and Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 (31 Jul 2008). All contractors and consultants that access government owned or operated automated information systems, networks, or databases and to safeguard controlled unclassified information shall have a favorable background investigation as required above references positions designated as IT-I, IT-II or IT-III to perform functions stipulated in contract scope of work. The minimum investigative requirements are as follows: IT-I (Privileged Access) = Single Scope Background Investigation (SSBI); IT-II (Limited Privileged Access) = National Agency Check with Law and Credit Check (NACLC); IT-III (Non-Privileged Access) = National Agency Check with Inquiries (NACI). An investigation in-process is acceptable if the 7th Signal Command Designated Approval Authority (DAA) has granted an IT Waiver.	MAR/2013
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Name of Offeror or Contractor:

Investigations will be coordinated with the G2, TACOM LCMC (AMSTA-CSS / 586-282-6262) and investigations will be through the Personnel Security Investigations Portal Center of Excellence (PSIP COE). Non-U.S. citizens shall be Permanent Resident Aliens with requisite investigation. All personnel shall receive and certify to an Information Systems Security Briefing.

(End of Provision)

135 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]

136 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

Name of Offeror or Contractor:

(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

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]

Name of Offeror or Contractor:

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

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

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

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

[End of Provision]

EVALUATION FACTORS FOR AWARD

138	52.217-5	EVALUATION OF OPTIONS	JUL/1990
139	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001

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

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

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

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

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

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

[End of Provision]

140	52.216-4006 (TACOM)	METHOD OF PRICE EVALUATION	NOV/2007
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(a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the

Name of Offeror or Contractor:

results for each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

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

[End of Provision]

141	52.217-4003	EVALUATION OF INCOMPLETE OPTION PRICING	FEB/1998
	(TACOM)		

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

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

(End of Provision)

142	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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-T-0054	Page 49 of 49 MOD/AMD
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Name of Offeror or Contractor:

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.

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

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

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

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

[End of Provision]

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188

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

- A. CONTRACT LINE ITEM NO.0004
- B. EXHIBIT A
- C. CATEGORY..... Engineering
- D. SYSTEM/ITEM.....PRESSURE RELIEF VALVE ASSEMBLY
- E. CONTRACT/PR NO.....W56HZV-13-T-0054
- F. CONTRACTOR.....PRODUCT DEVELOPMENT & ANALYSIS LLC

- 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 B
- 6. REQUIRING OFFICE .: RDCB-END-D (RI)
- 7. DD250 REQ: LT
- 8. APP CODE: N/A
- 9. DIST. STATEMENT REQUIRED: **
- 10. FREQUENCY : ASREQ
- 11. AS OF DATE:
- 12. DATE OF FIRST SUB: ASREQ
- 13. DATE OF SUBS. SUB: AS REQ
- 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY *** TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:
DRAFT/FINAL

SEE EXHIBIT D

PER DISTRIBUTION LIST
CONTRACT SPECIALIST

15. TOTAL: 1

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., MICRO SOFT 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 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).

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO.: 0004
B. EXHIBIT : B
C. CATEGORY.....: Quality Assurance
D. SYSTEM/ITEM.....: Pressure Relief Valve Ass'y
E. CONTRACT/PR NO.: W56HZV-13-T-0054
F. CONTRACTOR.....: Product Design & Analysis LLC

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 OFFICE .: RDCB-END-D (RI)
7. DD250 REQ : LT

8. APP CODE : N/A 9. DIST. STATEMENT REQUIRED: ** 10. FREQUENCY : ASREQ

11. AS OF DATE:--- 12. DATE OF FIRST SUB: ASREQ 13. DATE OF SUBS. SUB: AS REQ

14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY *** TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:
ADRESSEE

DRAFT/Final

PER DISTRIBUTION LIST
CONTRACT SPECIALIST

15. TOTAL: 1

16. REMARKS:
*SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF THE RFD. ADEQUATE DATA/
ANALYSIS/TESTING TO SUPPORT THE POSITION RELATIVE TO PARA 24 AND 25 OF DATA
DELIVERY DESCRIPTION SHALL BE INCLUDED. CONTRACTOR FORMAT IS ACCEPTABLE, 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 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. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

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.: 0004 B. EXHIBIT: C
C. CATEGORY: Quality Assurance
D. SYSTEM/ITEM: Pressure Relief Valve ass'y
E. CONTRACT/PR NO.: W56HZV-13-T-0054

1. DATA ITEM NO.: A003
2. TITLE OF DATA ITEM: Notice of Revision (NOR)
3. SUBTITLE: N/A
4. AUTHORITY: DI-CMAN-80642C*
5. CONTRACT REFERENCE: Section C
6. REQUIRING OFFICE: RDCB-END-D (RI)
7. DD250 REQ LT
8. APP CODE: -
9. DIST STATEMENT REQUIRED: **
10. FREQUENCY: As Required
11. AS OF DATE: N/A
12. DATE OF 1ST SUBMISSION: As Required
13. DATE OF SUBSEQUENT SUBMISSION: As Required
14. DRFT/REG/REPRO DISTRIBUTION COPIES
15. TOTAL COPIES: PAPER: 0 E-MAIL: 0 CD-ROM: 0

16. REMARKS:

See attached data delivery description for content of the NOR. Contractor format is acceptable, data must be in Gov't 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 Manager. ***Electronic files must be less than 7MB. The NOR Short Form and NOR page 1 located at https://www.pica.army.mil/prod_techdata/cmdocs-links.htm are the preferred method of submission for this data item (DD Forms 1695).

17. PREPARED BY: Stephanie N Pepka 19. APPROVED BY: Dee Riese
18. DATE: 28 NOV 2011 20. DATE: 28 NOV 2011

DD FORM 1423-ECONTRACT 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.: 0004 B. EXHIBIT: D
C. CATEGORY: Quality Assurance
D. SYSTEM/ITEM: Pressure Relief Valve Ass'y
E. CONTRACT/PR NO.: W56HZV-13-T-0054

1. DATA ITEM NO.: A004
2. TITLE OF DATA ITEM: Certificate of Compliance
3. SUBTITLE: Certificate of Conformance (COC)
4. AUTHORITY: DI-MISC-81356A*
5. CONTRACT REFERENCE: Section B, CLIN 0004
6. REQUIRING OFFICE: RDCB-END-D (RI)
7. DD250 REQ LT
8. APP CODE: -
9. DIST STATEMENT REQUIRED: **
10. FREQUENCY: As Required
11. AS OF DATE: N/A
12. DATE OF 1ST SUBMISSION: As Required
13. DATE OF SUBSEQUENT SUBMISSION: As Required
14. DRFT/REG/REPRO DISTRIBUTION COPIES:

Name	Draft/Final
QA Representative: e-mail	0/1
Contract Specialist: David E. McCright David.e.mccright.civ@mail.mil	0/1

15. TOTAL COPIES: PAPER: 0 E-MAIL: 2 CD-ROM: 0

16. REMARKS:

See attached data delivery description for content of the COC. Contractor format is acceptable, data must be in Gov't 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 Manager. *Electronic files must be less than 7MB. The COC Short Form and COC page 1 located at 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: David E. McCright 19. APPROVED BY: Dee Riese

18. DATE: 31 Jan 2012 20. DATE: 2 April 2013

CDRL meeting minutes 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.: 0004
B. EXHIBIT: E
C. CATEGORY: Quality Assurance
D. SYSTEM/ITEM: Pressure Relief Valve Ass'y
E. CONTRACT/PR NO.: W56HZV-13-T-0054

1. DATA ITEM NO.: A005
2. TITLE OF DATA ITEM: Record of Meeting Minutes
3. SUBTITLE: N/A
4. AUTHORITY: DI-ADMN-81505
5. CONTRACT REFERENCE: Section C
6. REQUIRING OFFICE: CCTA-ASM-C
7. DD250 REQ LT
8. APP CODE: -
9. DIST STATEMENT REQUIRED: N/A
10. FREQUENCY: As Required
11. AS OF DATE: N/A
12. DATE OF 1ST SUBMISSION: As Required
13. DATE OF SUBSEQUENT SUBMISSION: As Required
14. DRFT/REG/REPRO DISTRIBUTION COPIES

Name Draft/Final

Contract Specialist:

15. TOTAL COPIES: PAPER: 0 E-MAIL: 1 CD-ROM: 0

16. REMARKS:

See attached data delivery description for content of the Record of Meeting Minutes. Contractor format is acceptable, data must be in Gov't compatible software (i.e. Microsoft Office).

17. PREPARED BY: Stephanie N. Pepka 19. APPROVED BY: Dee Riese
18. DATE: 31 Jan 2012 20. DATE: 31 JAN 2012

DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)

This Data Delivery Description (DDD) contains the content and preparation instructions for the data product resulting from the work task specified in the contract. This DDD is used in conjunction with a Notice of Revision (NOR). A requirement for NORs, as applicable, should be contractually imposed in conjunction with this DDD.

Requirements:

1. Reference documents. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.
2. Format and content. The Engineering Change Proposal shall be prepared in contractor format.
3. Supporting data. In addition to the information required below, the ECP shall include supporting data. Formal ECPs shall be supported by drawings and other data (e.g., Logistic Support Analysis (LSA) data, detailed cost proposal data, test data and analyses) as specified in the contract to justify and describe the change and to determine its total impact including assessments of changes to system operational employment characteristics. When a life cycle cost and/or operation and support cost model has been included in the contract, the ECP shall also include the costs expected to result from the implementation of the change into all future production and spare items projected to be procured for the program. Also for all projected operation and support costs for operation of the total inventory of items by the Government. A summary of any testing done to validate concepts or new technology to be employed in the proposed engineering change shall be presented in the supporting data. Details of such test data shall be provided if it is vital to the decision regarding acceptance of the change.
4. Distribution statement. The appropriate distribution statement shall be affixed to the ECP in accordance with the requirements of the contract.
5. Date. Provide the submittal date of the ECP or of the revision to the ECP.
6. Procuring Activity Number (PAN): Provide the PAN of the procuring activity, if known.
7. DODAAC. Provide the DODAAC of the procuring activity, if known.
8. Originator name and address. Provide the name and address of the contractor submitting the ECP.
9. Designate as either Class I or II. Proposed changes that do not meet the criteria for Class I shall be designated as Class II. The engineering change shall be Class I if:
 - a. The Functional Configuration Documentation (FCD) or Allocated Configuration Documentation (ACD) is affected to the extent that any of the following requirements would be outside specified limits or specified tolerances:
 - (1) Performance.
 - (2) Reliability, maintainability or survivability.
 - (3) Weight, balance, moment of inertia.
 - (4) Interface characteristics.
 - (5) Electromagnetic characteristics.
 - (6) Other technical requirements in the specifications.
 - b. A change to the Product Configuration Documentation (PCD) will affect the FCD or ACD as described in paragraph 9a or will impact one or more of the following:
 - (1) Government Furnished Equipment (GFE).
 - (2) Safety.
 - (3) Compatibility or specified interoperability with interfacing CIs, support equipment or support software, spares, trainers or training devices/ equipment/software.
 - (4) Configuration to the extent that retrofit action is required.
 - (5) Delivered operation and maintenance manuals for which adequate change/revision funding is not provided in existing contracts.
 - (6) Preset adjustments or schedules affecting operating limits or performance to such extent as to require assignment of a new identification number.
 - (7) Interchangeability, substitutability, or replaceability as applied to CIs, and to all subassemblies and parts except the pieces and parts of non-reparable subassemblies.
 - (8) Sources of CIs or repairable items at any level defined by source-control drawings.
 - (9) Skills, manning, training, biomedical factors or human-engineering design.
 - c. Any of the following contractual factors are affected:

- (1) Cost to the Government including incentives and fees.
- (2) Guarantees or warranties.
- (3) Deliveries.
- (4) Scheduled milestones.

10. Justification code. Provide a justification code that is applicable to a proposed Class I engineering change. The justification code is not required for Class II ECPs. If more than one of the following codes are applicable, the one which is the most descriptive or significant shall be assigned to the ECP.

a. Interface. Code B shall be assigned to an engineering change proposal for correction of a deficiency which will eliminate interference or incompatibility at an interface between CIs.

b. Compatibility. Code C shall be assigned to an engineering change to correct a deficiency with the following characteristics:

(1) The need for the change has been discovered during the system or item functional checks or during installation and checkout and is necessary to make the system or item work.

(2) By assigning the compatibility code the contractor is declaring that the effort required to accomplish the change is considered to be within the scope of the existing contract except for changes caused by the Government.

(3) Contractual coverage completing the formal documentation of the engineering change will not reflect an increase in contract price for the corrective action in production and to delivered items in-warranty or otherwise stipulated in the contract.

c. Correction of deficiency. Code D shall be assigned to an engineering change which is required to eliminate a deficiency, unless a more descriptive separate code applies. Such separate codes are used to identify deficiencies of the nature of safety, interface, or compatibility.

d. Operational or logistics support. Code O shall be assigned to an engineering change which will make a significant effectiveness change in operational capabilities or logistics support.

e. Production stoppage. Code P shall be assigned to an engineering change which is required to prevent slippage in an approved production schedule. This code applies when production to the current configuration documentation either is impracticable or cannot be accomplished without delay.

f. Cost reduction. Code R shall be assigned to an engineering change which will provide a net total life cycle cost savings to the Government, but which is not being submitted pursuant to the Value Engineering clause of the contract. The savings in life cycle cost should include all effects on cost and price for the effort and requirements covered by the contract(s) currently in effect for this contractor, plus the costs resulting from necessary associated changes in delivered items, and logistics support.

g. Safety. Code S shall be assigned to an engineering change for correction of a deficiency which is required primarily to eliminate a hazardous condition. When this code is assigned, a system hazard analysis shall be included with the ECP. (See MIL-STD-882)

h. Value engineering (VE). Code V shall be assigned to an engineering change that will effect a net life cycle cost reduction and which is submitted pursuant to the VE clause of the contract.

11. Priority. A priority shall be assigned to each Class I ECP based upon the following definitions. Class II ECPs do not require a priority assignment. The proposed priority is assigned by the originator and will stand unless the Government has a valid reason for changing the priority.

a. Emergency (E). Shall be assigned to an engineering change proposed for any of the following reasons:

(1) To effect a change in operational characteristics which, if not accomplished without delay, may seriously compromise national security;

(2) To correct a hazardous condition which may result in fatal or serious injury to personnel or in extensive damage or destruction of equipment. (A hazardous condition usually will require withdrawing the item from service temporarily, or suspension of the item operation, or discontinuance of further testing or development pending resolution of the condition.); or

(3) To correct a system halt (abnormal termination) in the production environment such that CSCI mission accomplishment is prohibited.

b. Urgent (U). Shall be assigned to an engineering change proposed for any of the following reasons:

(1) To effect a change which, if not accomplished expeditiously, may seriously compromise the mission effectiveness of deployed equipment, software, or forces; or

(2) To correct a potentially hazardous condition, the uncorrected existence of which could result in injury to personnel or damage to equipment. (A potentially hazardous condition compromises safety and embodies risk, but within reasonable limits, permits continued use of the affected item provided the operator has been informed of the hazard and appropriate precautions have been defined and distributed to the user.); or

(3) To meet significant contractual requirements (e.g., when lead time will necessitate slipping approved production or deployment schedules if the change was not incorporated); or

(4) To effect an interface change which, if delayed, would cause a schedule slippage or increase cost; or

(5) To effect a significant net life cycle cost savings to the Government, as defined in the contract, through value engineering or through other cost reduction efforts where expedited processing of the change will be a major factor in realizing lower costs.

(6) To correct unusable output critical to mission accomplishment;

(7) To correct critical CI files that are being degraded; or

(8) To effect a change in operational characteristics to implement a new or changed regulatory requirement with stringent completion date requirements issued by an authority higher than that of the functional proponent.

c. Routine (R). Shall be assigned to a proposed engineering change when emergency or urgent is not applicable.

12. ECP designation.

- a. Model/Type. Provide model or type designation of the CI for which this proposal is being submitted. For Computer Software Configuration Items (CSCI), enter the CSCI identification number.
- b. CAGE code. Enter the CAGE code for the activity originating the ECP.
- c. System designation. The system or top-level CI designation or nomenclature assigned shall be entered, if known.

13. ECP number. Provide an ECP number. Once an ECP number is assigned to the first submission of a change proposal, that number shall be retained for all subsequent submissions of a change proposal. One of the following methods of assigning ECP numbers may be used unless otherwise stated in the contract:

- a. ECP numbers shall run consecutively commencing with number 1, for each CAGE Code identified activity, or ECP numbers may be assigned in a separate series for each system that the contractor is producing
- b. When an ECP is split into a basic ECP and related ECPs, the basic ECP shall be identified with the number prescribed above and each related ECP shall be identified by the basic number plus a separate dash number. The number of characters in the ECP number, dash number, type, and revision identification shall not exceed 32.
- c. Other systems may be used provided the ECP number is unique for any CAGE Code identified activity, and the 32 character limitation is not exceeded.

14. Type. For Class I ECPs, indicate either a "P" for preliminary, or "F" for formal. A Class I ECP shall be preliminary if it meets the criteria below.

a. A preliminary change proposal is one that is submitted to the Government for review prior to the availability of the information necessary to support a formal ECP. It shall include a summary of the proposed change, its impact on related areas, and a justification. Examples are to furnish the Government with available information in order to permit:

- (1) A preliminary evaluation relative to the merits of the proposed change (e.g. installation of a proposed change for the purpose of evaluation and testing prior to making a final decision to proceed with a proposed change); or,
 - (2) A determination regarding the desirability of continuing expenditures required to further develop the proposal.
- (3) To provide alternative proposals; or
- (4) To supplement a message relative to an emergency or urgent priority ECP when it is impracticable to submit a formal ECP within 30 calendar days; or
- (5) To obtain Government approval to proceed with software engineering development prior to the development of the actual coding changes.

b. A formal ECP is the type, which provides the engineering information and other data in sufficient detail to support formal change approval/contractual implementation.

15. Revision. If an ECP is being revised, enter the proper identification of the revision, i.e., R1 for the first revision; R2, R3, etc. for subsequent revisions. (The date submitted (paragraph 5) shall be the date of the revised ECP.)

16. Baseline affected. Indicate the baseline(s) affected (see MIL-HDBK-61).

17. Other systems/configuration items affected. If other systems/configuration items are affected indicate whether the effect on other systems or CIs requires the submittal of related Class I ECPs. Supply details in paragraphs 33a and c.

18. Specifications affected. If specifications cited in the contract are affected by the ECP, their identity by the CAGE code of the design activity, document number, revision letter, and the NOR number of the NOR being submitted with the ECP, shall be provided.

19. Drawings affected. If drawings are affected by the ECP, their identity by the CAGE code of the design activity, document number, revision letter, and the NOR number of the NOR being submitted with the ECP, shall be provided.

20. Title of change. Provide a brief title to identify the component or system affected by the ECP. For example: F-18 Aircraft Air Turbine Start Connector Backshell Replacement; AN/AYK-14(v) CP-1502/CP-1503 Reconfiguration to CP-1799; (CSCI name) Block Update.

21. Contract number(s) and line item(s). Provide the number(s) of all currently active contract(s), and the affected contract line item number(s), at the originating CAGE-coded activity that are affected by the engineering change.

22. Procuring contracting officer. Provide the procuring contracting officer's name, office symbol/code, and telephone number applicable to the CI shown in paragraph 21.

23. Configuration item nomenclature. Provide the assigned name and type designation the CSCI name and number, if applicable, or authorized name and number of the CI(s) affected by the ECP.

24. Is the CI in production? If "yes", provide information as to whether deliveries have been completed on the contract(s). This data is not always applicable to software. If not applicable, so indicate.

25. All lower level items affected.

- a. For hardware, an appropriate, complete descriptive name of the part(s) shall be provided as well as the quantity of the part(s). Additionally, applicable NSNs shall be provided.
- b. For CSCI's, provide the name and identifier of each lower level CI and computer software unit affected.

26. Description of change. The description of the proposed change shall include the purpose and shall be given in sufficient detail to adequately describe what is to be accomplished. It shall be phrased in definitive language such that, if it is repeated in the contractual document authorizing the change, it will provide the authorization desired. Supporting data may be provided to the extent necessary to clearly portray the proposed change. If the proposed change is an interim solution, it shall be so stated.

27. Need for change. Provide an explanation of the need for the change to include specifically identifying the benefit of the change to the Government. The nature of the defect, failure, incident, malfunction, etc. substantiating the need for the change shall be described in detail. Full utilization shall be made of available failure data. If a new capability is to be provided, improvements in range, speed, performance, endurance, striking power, defensive or offensive capabilities, etc. shall be described in quantitative terms. Correspondence establishing requirements for the change and any testing accomplished prior to the submission shall be identified and summarized. If the ECP is needed to correct maintenance/logistics problems, that fact will be included with sufficient detail to identify the issues. If the ECP is being submitted as a response to a request for ECP or Government direction, cite that authority herein.

28. Production effectivity by serial number.

- a. For hardware, provide the estimated production effectivity point for the production items including serial number, or other item identification (e.g., block or lot number) as approved by the Government. In determining the effectivity point for the proposed change, consider, in addition to the time factors, the availability of all support elements affected and the most economical point of introduction consistent with all the salient factors involved. The earliest production incorporation is not necessarily the singular or most important factor in the establishment of a proposed change effectivity point. The effectivity point shall be based on concurrent availability of all logistics support elements and materials affected by the change to the item.
- b. For CSCI's, identify the CSCI version number, if known, into which the change will be incorporated. Where applicable, the effectivity of the end item CI and vehicle (aircraft, tank, ship, etc.) into which the capability represented by the new version of the software is proposed to be incorporated, shall also be provided. If the impact of the ECP merits the release of a new software version include a recommendation to this effect. Serial numbers may be used in lieu of version numbers if approved by the Government.

29. Effect on production delivery schedule. State the estimated delivery schedule of items incorporating the change, either in terms of days after contractual approval, or by specific dates contingent upon contractual approval by a specified date. If there will be no effect on the delivery schedule, so state.

30. Retrofit.

- a. Recommended item effectivity. When the contractor recommends that the engineering change be accomplished in accepted items by retrofit, the quantities and serial (or lot) numbers of accepted items in which the change is proposed to be incorporated by retrofit shall be provided. Such statement regarding items currently in production shall be based upon the estimated approval date of the ECP.
- b. Ship/vehicle class affected. When the delivered CI is installed in one or more ship/vehicle classes, enter the identification of such classes.
- c. Estimated kit delivery schedule. State estimated kit delivery schedule by quantity and date. When special tooling for retrofit is required for Government use, provide the dates of availability of tools, jigs, and test equipment required in conjunction with the kits to accomplish the change.
- d. Locations or ship/vehicle numbers affected. State the location(s) where retrofit is to be accomplished. If retrofit is to be accomplished in ships (or in vehicles for which the serial numbers are not shown in paragraph 30b), enter the ship hull numbers or vehicle numbers.

NOTE: The appropriate information shall be provided for CSCI changes that are to be incorporated as part of a hardware or equipment change; and implemented per a hardware retrofit schedule, or where the fielded version of the software is to be replaced.

31. Estimated costs/savings under contract. Provide the total estimated costs/savings impact of the ECP on the contract for the subject CI. Savings shall be shown in parentheses.

32. Estimated net total costs/savings. Provide the total estimated costs/savings impact of the basic and all related ECPs, including other costs/savings to the Government. Savings shall be shown in parentheses.

33. Effects on Functional/Allocated Configuration Identification. This information is to be provided only if the proposed change affects the system specification or the item development specification(s). If a separate product function specification is used, effects on such specification of changes proposed after the Product Baseline has been established shall be described as required.

- a. Other systems affected. Provide only if other systems/configuration items are affected as indicated in paragraph 17.
- b. Other contractors/activities affected. Identify other contractors or Government activities that will be affected by this engineering change.
- c. Configuration items affected. Enter the names and numbers of all CIs, maintenance and operator training equipment, and support equipment affected.

d. Effects on performance allocations and interfaces in system specification. Describe the changes in performance allocations and in the functional/physical interfaces defined in the system specification.

e. Effects on employment, integrated logistic support, training, operational effectiveness, or software.

(1) For hardware, describe the effects of the proposed change on employment, deployment, logistics, and/or personnel and training requirements which have been specified in the approved system and/or CI specifications, including any changes or effects on the operability of the system. In particular, there shall be an entry detailing any effect on interoperability.

(2) For CSCIs, the following information shall be entered as applicable to the degree of design development of the CSCI at the time of ECP submission:

(a) Identify any required changes to the data base parameters or values, or to data base management procedures;

(b) Identify and explain any anticipated effects of the proposed change on acceptable computer operating time and cycle-time utilization;

(c) Provide an estimate of the net effect on computer software storage; and,

(d) Identify and explain any other relevant impact of the proposed change on utilization of the system.

34. Effects on configuration item specifications. The effect of the proposed change on performance shall be described in quantitative terms as it relates to the parameters contained in the CI development specifications. (See MIL-STD-961)

35. Developmental requirements and status.

a. For hardware, when the proposed engineering change requires a major revision of the development program (e.g., new prototypes, additional design review activity, tests to be reaccomplished), the nature of the new development program shall be described in detail, including the status of programs already begun.

b. For CSCIs, identify the scheduled sequence of computer software design and test activities which will be required. ECPs initiated after preliminary design which affect the FBL and/or the ABL shall identify, as appropriate, significant requirements for computer software redesign, recoding, repetition of testing, changes to the software engineering/test environments, special installation, adaptation, checkout, and live environment testing. In addition, the specific impact of these factors on approved schedules shall be identified. The impact of the software change on the hardware design and input/output cabling shall also be detailed.

36. Date by which contractual authority is needed. Provide the date contractual authority is required in order to maintain the established schedule for:

a. Production

b. Retrofit

37. Effects on product configuration documentation, logistics and operations. Certain information required may have been supplied in paragraphs above or does not apply to computer software. When this information has already been supplied, a cross-reference to such information will be adequate.

a. For hardware, if any specific logistic interoperability factors are affected, provide information detailing the possible impact on the operational configuration.

b. For CSCIs, the software engineering and test environments are usually not affected by changes in the product configuration of a CSCI. Provide information about the status of the software redesign and retesting effort. There shall also be a review of the intent to document CSCI impacts in these areas.

38. Effect on product configuration documentation or contract. The effects on the approved CI product specifications shall be described by reference to the NORs or other enclosure(s) which cover such proposed text changes in detail. The effects on drawings, when not covered previously shall be described in general terms. Address nomenclature change when applicable. The effects on performance, weight-balance-stability, weight-moment, shall also be provided when applicable.

39. Effect on acquisition logistics support (ALS) elements. The effects of the engineering change on logistic support of the item shall be provided. These effects shall be explained in detail. The information required shall indicate the method to be used to determine the integrated logistic support plans and items which will be required for the support of the new configuration as well as retrofitting previously delivered items to the same configuration. The following shall be covered as applicable:

a. Effects on schedule and content of the ALS plan.

b. Effect on maintenance concept and plans for the levels of maintenance and procedures.

c. System and/or CI logistics support analysis (LSA) tasks to be accomplished and LSA data requiring update wherever it exists in the contract. (MIL-PRF-49506)

d. Extension/revision of the interim support plan.

e. Spares and repair parts that are changed, modified, obsoleted or added, including detailed supply data for interim support spares. NOTE: Failure to include detailed supply data will delay ECP processing.

f. Revised or new technical manuals.

g. Revised or new facilities requirements and site activation plan.

h. New, revised, obsoleted or additional support equipment (SE), test procedures and software. For items of SE and trainers which require change, furnish a cross reference to the related ECPs, and for any related ECP not furnished with the basic ECP, furnish a

brief description of the proposed change(s) in SE and trainers.

i. Qualitative and quantitative personnel requirements data which identify additions or deletions to operator or maintenance manpower in terms of personnel skill levels, knowledge and numbers required to support the CI as modified by the change.

j. New operator and maintenance training requirements in terms of training equipment, trainers and training software for operator and maintenance courses. This information should include identification of specific courses, equipment, technical manuals, personnel, etc. required to set up the course at either the contractor or Government facility.

k. Any effect on contract maintenance that increases the scope or dollar limitation established in the contract.

l. Effects on packaging, handling, storage, and transportability resulting from changes in materials, dimensions, fragility, inherent environmental or operating conditions.

40. Effect on operational employment. The effects of the engineering change of CI utilization shall be provided. Quantitative values shall be used whenever practicable and are required when reliability and service life are impacted. Survivability includes nuclear survivability. The effects of the change proposal on safety, maintainability, operating procedures, electromagnetic interference, activation schedule critical single point failure items, and interoperability shall also be provided, if applicable.

41. Other considerations. The effects of the proposed engineering change on the following shall be identified:

a. Interfaces having an effect on adjacent or related items, (output, input, size, mating connections, etc.).

b. GFE or Government Furnished Data (GFD) changed, modified or obsoleted.

c. Physical constraints. Removal or repositioning of items, structural rework, increase or decrease in overall dimensions.

d. Software (other than operational, maintenance, and training software) requiring a change to existing code and/or, resources or addition of new software.

e. Rework required on other equipment not included previously which will effect the existing operational configuration.

f. Additional or modified system test procedures required.

g. Any new or additional changes having an effect on existing warranties or guarantees.

h. Changes or updates to the parts control program.

i. Effects on life cycle cost projections for the configuration item or program, including projections of operation and support costs/savings for the item(s) affected over the contractually defined life and projections of the costs/savings to be realized in planned future production and spares buys of the item(s) affected.

42. Alternate solutions. When applicable, provide a summary of the various alternative solutions considered, including the use of revised operation or maintenance procedures, revised inspection or servicing requirements, or revised part replacement schedules. The contractor shall provide an analysis of the alternatives, identify the advantages and disadvantages inherent in each feasible alternative approach, and show the reasons for adopting the alternative solution proposed by the ECP. When contractors analysis addresses new concepts or new technology, supporting data shall be presented with the proposal to authenticate the trade-off analysis.

43. Developmental status. When applicable, make recommendations as to the additional tests, trials, installations, prototypes, fit checks, etc., which will be required to substantiate the proposed engineering change. These recommendations shall include the test objective and test vehicle(s) to be used. Indicate the development status of the major items of GFE which will be used in conjunction with the change and the availability of the equipment in terms of the estimated production incorporation point.

44. Recommendations for retrofit. When applicable, make recommendations for retrofit of the engineering change into accepted items with substantiating data, any implications thereto, and a brief description of the action required. Where retrofit is not recommended, an explanation of this determination shall be provided.

a. Work-hours per unit to install retrofit kits. Show the amount of work which must be programmed for various activities to install retrofit kits. Estimate work-hours to install retrofit kits when weapon system is undergoing overhaul.

b. Work-hours to conduct system tests after retrofit. Provide the work-hours required to test the system or the item following installation of the retrofit kit.

c. This change must be accomplished. Where previously approved engineering changes must be incorporated in a specific order in relation to the proposed change, such order should be specified.

d. Is contractor field service engineering required? If "yes" attach proposed program for contractor participation.

e. Out of service time. Estimate the total time period from removal of the equipment from operational service until equipment will be returned to operational status after being retrofitted.

45. Effect of this ECP and previously approved ECPs on item. Summarize the cumulative effect upon performance, weight, electrical load, etc., of this ECP and previously approved ECPs when design limitations are being approached or exceeded. Provide consequences of ECP disapproval.

46. Production impact costs. Estimated costs/savings applicable to production of the item resulting from the change. Includes the costs of Redesign of the CIs or Components thereof, of Factory Test Equipment, of Special Factory Tooling, of Scrap, of Engineering Design, of Engineering Data Revision, of Revision of Test Procedures, and of Testing and Verification of Performance of New Items.

47. Retrofit impact costs: Estimated costs applicable to retrofit of the item including installation and testing costs. Includes

Retrofit-specific Engineering Data Revision, Prototype Testing, Kit Proof Testing, Purchase of Retrofit Kits for Operational Systems, Preparation of Modification Instructions, Design and Manufacture of Special Tooling for Retrofit, Installation of Kits by contractor personnel, Installation of Kits by government personnel, Testing after Retrofit and Modification, and Testing and Verification of Performance of Government Furnished Equipment/Property (GFE/GFP).

48. Logistics support impact costs: Estimated costs/savings of the various elements of logistics support applicable to the item. Includes Spares/Repair Parts Rework, New Spares and Repair Parts, Supply/Provisioning Data, Support Equipment, Retrofit Kit for Spares, Operator Training Courses, Maintenance Training Courses, Revision of Technical Manuals, New Technical Manuals, Training/Trainers, Interim Support, Maintenance Manpower, and Computer Programs/Documentation.

49. Other costs/savings: Includes estimated costs of interface changes accomplished by other contractor activities. (Do not include costs if the changes are covered by related ECPs by other contractors. Also includes estimated costs of interface changes accomplished by the Government for changes which must be accomplished in previously delivered items (aircraft, ships, facilities, etc.), other interfacing products, and/or retrofit of GFE/GFP, to the extent that such costs are not covered under production, retrofit, or logistics support.

50. Estimated costs/savings summary, related ECPs. Provide a summary of the estimated net total cost impact of both the ECP and any related ECPs and other associated new requirements which are needed to support the modified items broken out by categories described in paragraphs 47 through 50 above.

a. Prime contractor. The prime contractor shall summarize the costs/savings of all related ECPs for which the contractor is responsible. If there is no system integrating contractor, the prime contractor submitting the basic ECP shall include the costs of related ECPs being submitted by other affected contractors to the extent such information is available.

b. System integrating contractor. When a system integrating contractor (or coordinating contractor) has contractual responsibility for ECP coordination, the contractor shall summarize the costs of related ECPs of the several primes involved in an interface or interrelated ECP.

51. Milestones. Provide milestones that show the time phasing of the various deliveries of items, support equipment, training equipment, and documentation incorporating the basic and related ECPs. Enter symbols and notations to show the initiation or termination of significant actions. Base all dates upon months after contractual approval of the basic ECP.

52. Signature. An authorized official representing the contractor submitting the ECP shall sign the ECP.

DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)

This Data Delivery Description (DDD) contains the content and preparation instructions for the data product resulting from the work task specified in the contract.

Requirements:

1. Reference documents. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.
2. Format and content. The Request for Deviation shall be prepared in contractor format. The RFD content shall be in accordance with the contractors processes and procedures, or as specified in the contract.
3. Distribution statement. The appropriate distribution statement shall be affixed to the RFD in accordance with the requirements of the contract.
4. Date. Provide the submittal date of the deviation.
5. DODAAC. Provide the DODAAC of the procuring activity, if known.
6. Procuring Activity Number (PAN). Provide the PAN of the procuring activity, if known
7. Originator name and address. Provide the name and address of the contractor submitting the request (inclusion of submitting individual's name is optional
8. Classification. The deviation shall be designated minor, major, or critical in accordance with the following criteria:
 - a. Minor. A deviation shall be designated as minor when:
 - (1) The deviation consists of a departure which does not involve any of the factors listed in 8b or 8c or
 - (2) When the configuration documentation defining the requirements for the item classifies defects in requirements and the deviations consist of a departure from a requirement classified as minor.
 - b. Major. A deviation shall be designated as major when:
 - (1) The deviation consists of a departure involving:
 - (a) health
 - (b) performance
 - (c) interchangeability, reliability, survivability, maintainability, or durability of the item or its repair parts
 - (d) effective use or operation;
 - (e) weight and size; or
 - (f) appearance (when a factor) or
 - (2) When the configuration documentation defining the requirements for the item classifies defects in requirements and the deviations consist of a departure from a requirement classified as major.
 - c. Critical. A deviation shall be designated as critical when:
 - (1) The deviation consists of a departure involving safety or
 - (2) When the configuration documentation defining the requirements for the item classifies defects in requirements and the deviations consist of a departure from a requirement classified as critical.
9. Designation for deviation.
 - a. Model/Type. Provide the model or type designation of the CI for which the request is being submitted. For CSCIs provide the CSCI identification.
 - b. CAGE Code. Provide the CAGE Code for the activity originating the deviation.
 - c. System designation. The system or top level CI designation or nomenclature assigned by the Government shall be entered, if known.
10. Deviation number. Deviation identification numbers shall be unique for each CAGE Code identified activity. Once a number is assigned, that number shall be retained for all subsequent submissions. Unless otherwise authorized by the Government, deviations shall be separately and consecutively numbered commencing with number one. As an alternative, numbers may be assigned from a separate series for each system that the contractor is producing. The number of characters in the deviation number, dash number, and type identification shall not exceed 32.
11. Configuration baseline affected. Indicate the affected baseline (See MIL-HDBK-61).
12. Are other system/configuration items affected? If yes, provide summary.
13. Title of deviation. Provide a brief descriptive title of the deviation.
14. Contract number and line item. Provide the number(s) of all currently active contract(s) and the affected contract line item number(s) that are affected by the deviation.

15. Procuring contracting officer. Enter the procuring contracting officer's name, office symbol/code, and telephone number applicable to the CI shown in paragraph 18.
16. Configuration item nomenclature. Provide the Government assigned name and type designation, if applicable, or authorized name and number of the CI to which the deviation will apply.
17. Classification of defect (CD).
- a. CD number. If either a Government or contractor's CD applies, enter the number assigned.
 - b. Defect number. If a CD applies, enter the defect number(s) which correspond(s) with the characteristic(s) from which an authorized deviation is desired.
 - c. Defect classification. If a CD applies state the proper classification of the defect number(s) entered in paragraph 17b.
18. Name of lowest part/assembly affected. An appropriate descriptive name of the part(s) shall be given here without resorting to such terms as "Numerous bits and pieces".
19. Part number or type designation. Enter the part number(s) of the part(s) named in paragraph 18 or type designation/nomenclature if applicable.
20. Effectivity. Define the effectivity of the proposed RFD by entering, as applicable, the quantity of items affected, the serial numbers of the items affected, or the lot number(s) applicable to the lot(s) affected by the deviation being requested.
21. Recurring Deviation. If this is a recurring deviation, reference the previous correspondence, the request number, and corrective action to be taken in paragraph 27. In addition provide rationale why recurrence was not prevented by previous corrective action and/or accomplished design change.
22. Effect on cost/price. Provide the estimated reduction or price adjustment. If no change in price, cost, or fee, so state with rationale. The request for deviation shall include the specific consideration that will be provided to the Government if this "non-conforming" unit(s) (See FAR Part 46.407) is accepted by the Government.
23. Effect on delivery schedule. State the effects on the contract delivery schedule that will result from both approval and disapproval of the request for deviation.
24. Effect on integrated logistics support, interface, or software. If there is no effect on logistics support or the interface, provide a statement to that effect. If the deviation will have an impact on logistics support or the interface, describe such effects.
25. Description of deviation. Describe the nature of the proposed departure from the technical requirements of the configuration documentation. The deviation or waiver shall be analyzed to determine whether it affects any of the factors listed below. Describe any effect on each of these factors (marked drawings should be included when necessary to provide a better understanding of the deviation):
- a. Effect on Product Configuration Documentation or Contract.
 - (1) Performance
 - (2) Weight-balance-stability (aircraft)
 - (3) Weight-Moment (other equipment)
 - (4) Technical Data
 - (5) Nomenclature
 - b. Effect on Operational Employment
 - (1) Safety
 - (2) Survivability
 - (3) Reliability
 - (4) Maintainability
 - (5) Service Life
 - (6) Operating Procedures
 - (7) Electromagnetic Interference
 - (8) Activation Schedule
 - (9) Critical Single Point Failure Items
 - (10) Interoperability
 - c. Other Considerations
 - (1) Interface
 - (2) Other Affected Equipment/Government Furnished Equipment (GFE)/Government Furnished Parts (GFP)
 - (3) Physical Constraints
 - (4) Computer Programs and Resources
 - (5) Rework of other equipment

- (6) System Test Procedures
- (7) Warranty/Guarantee
- (8) Parts Control
- (9) Life Cycle Costs

26. Need for deviation. Explain why it is impossible or unreasonable to comply with the configuration documentation within the specified delivery schedule. Also explain why a deviation is proposed in lieu of a permanent design change.

27. Corrective action taken. Describe action being taken to correct non-conformance to prevent a future recurrence.

28. Signature. The RFD shall be signed by an authorized official representing the contractor submitting the RFD.

DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)

This Data Delivery Description (DDD) contains the content and preparation instructions for the data product resulting from the work task specified in the contract. This DDD is used in conjunction with an Engineering Change Proposal (ECP). A requirement for ECPs should be contractually imposed in conjunction with this DDD. This DDD may also be used with Specification Change Notices (SCNs). Where NORs are required for changes to paper specifications, a requirement for SCNs may be contractually imposed in conjunction with this DDD.

Requirements:

1. Reference documents. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.
2. Format and content. The NOR shall be prepared in contractor format. The NOR content shall be in accordance the contractors processes and procedures, or as specified in the contract.
3. Distribution statement. The appropriate distribution statement shall be affixed to the NOR in accordance with the requirements of the contract.
4. Date. Provide the submittal date of the NOR. Normally this date will be identical to the ECP submittal date.
5. DODAAC. Provide the DODAAC of the procuring activity.
6. Procuring Activity Number (PAN). Provide the PAN of the procuring activity, if known.
7. Originator name and address. Provide the name and address of the contractor submitting the proposed NOR (inclusion of submitting individual's name is optional).
8. CAGE code. Provide the CAGE code of the originator of the ECP.
9. NOR number. Unless the use of a Government assigned number is prescribed, the originator shall either assign a number or enter the document number and new revision letter as the NOR number. When the requirement in the contract identifies the NOR by ECP number, the originator shall attach a dash number (i.e., xxx-1).
10. CAGE Code. Provide the CAGE Code of the original design activity that appears on the document to which the revision applies. If the original design activity is not the current design activity, also enter the CAGE code of the current design activity.
11. Document number. Provide the number of the drawing, standard, specification, list or other document to be revised.
12. Title of document. Provide the title of the document to which the NOR applies.
13. Revision letter. Show the existing revision of the document for which the NOR is prepared.
14. Outstanding NORs. Provide the NOR number of all approved unincorporated NORs for the affected document.
15. ECP number. Provide the number of the ECP describing the engineering change which necessitates the document revision covered by the NOR.
16. Configuration item (or system) to which ECP applies. Provide Government assigned system designation (if any); otherwise, enter the name and type designation of the Configuration Item to which the ECP applies.
17. Description of change. Describe the change in detail, giving the exact wording of sentences or paragraphs that are to be added, or that are to replace designated sentences or paragraphs of the current document. State the dimensions, tolerances and other quantitative requirements that are to replace current requirements. Attach a marked print when necessary to clearly explain the desired revision. Use a "From - To" format in the description of the change.

DATA DELIVERY DESCRIPTION Certificate of Compliance Certificate of Conformance (COC)

This Data Delivery Description (DDD) contains the content and preparation instructions for the data product resulting from the work task specified in the contract. The Certificate of Compliance provides certification from the contractor that the material supplied is in full compliance with all contract requirements. This DDD contains the format, content, and intended use information for the data deliverable required by the contract.

Requirements:

1. Format. The Certificate of Compliance shall be presented in a format similar to that of Figure 1.
2. Content. The Certificate of Compliance shall contain:
 - a. Contractors name.
 - b. Contractors address.
 - c. Contractors phone number.
 - d. Date.
 - e. Contracting Agency's name.
 - f. Contract Number.
 - g. National Stock Number (NSN).
 - h. Item nomenclature.
 - i. A statement certifying that all items furnished on the contract are in full compliance with all specification and contract requirements.
 - j. Authorized personnel's signature.
 - k. Authorized personnel's printed name and title.

Figure 1 Sample format for a Certificate of Compliance

From: _____
(Contractors name)

Address: _____
(Contractors address)

Phone Number: _____
(Contractors phone number)

Date: _____

To: _____
(Contracting Agency)

Contract Number: _____

National Stock Number: _____

Item Nomenclature: _____

All items furnished on this contract are in full compliance with all specification and contract requirements.

(Signature of Authorized Personnel)

(Printed Name and Title of Authorized Personnel)

Note: The recording of false, fictitious, or fraudulent statements or entries on this document may be punished as a felony under Federal Statutes.

Figure 1 Sample format for a Certificate of Compliance

DATA DELIVERY DESCRIPTION RECORD OF MEETING MINUTES

This Data Delivery Description (DDD) contains the content and preparation instructions for the data product resulting from the work task specified in the contract. The report is a record of the proceedings of any specified meeting. The Meeting Minutes will be used by appropriate government and contractor personnel as a record of the deliberations and actions resulting from meetings related to performance of work under a contract.

Requirements:

1. Format. The report shall be presented in contractors format.
2. Content. The report shall contain a title page which specifies the following:
 - a. Date of report/meeting.
 - b. Title Type of meeting (study contract, audit, design review, etc.).
 - c. Title of Program/Project
 - d. System/equipment identification and number.
 - e. Contract number and/or procurement request number.
 - f. Signature(s) contractor (supporting activity) Project Manager or designated representative.

2.1.1 The report/minutes shall include the following sections:

2.1.1.1. An introduction which shall include:

- a. Statement relating to the purpose/objective of the meeting.
- b. The original agenda/revision thereto. (this may be accomplished by reference to attachment/enclosure)

2.1.1.2. Administrative data which shall include:

- a. Date and location of the meeting.
- b. Agency under whose direction the meeting was convened.
- c. Name and title of the chairman or co-chairmen.
- d. Name and title of persons attending.

2.1.1.3. Information covered during the meeting, including as appropriate, such items as:

- a. A description and/or listing of the material and documentation, if any, discussed/reviewed during the meeting.
- b. Specific statements relating to changes, deletions, modifications, etc., discussed/reviewed during the meeting,

including:

- (1) A description of the change/modification required.
- (2) The reason for the change/modification.
- (3) The agency responsible for preparing change proposals, if required, necessary to effect the

change/modification.

3. Each item discussed/reviewed during the meeting shall be presented in the following order:

3.1.1. Item. A brief statement identifying the item or problem.

3.1.2. Discussion. A summary of pertinent information associated with the item.

3.1.3. Recommendations. A list of both the Project/Program Managers and the contractors recommendations.

3.1.4. Action. A brief statement of agreements reached, action(s) required by the Program/Project Manager or the contractor, identity of the personnel or activity assigned responsibility for taking and/or coordinating required actions, contractual action, if required, and all key dates.

3.1.5. Media Requirements. Unless otherwise stated on the Contract Data Requirements List (DD Form 1423); the report/minutes shall be typewritten on 8x 10 1/2 white paper. Charts, graphs, drawings, lists, sketches may be included, if necessary, to support or clarify the text of the report/minutes. Oversize material shall be one-way foldouts. All material presented shall be sufficiently clear and sharp for further reproduction if required. All pages and supporting material shall be securely bound together.