

|  |   |   |   |                                    |   |
|--|---|---|---|------------------------------------|---|
| <b>SOLICITATION, OFFER AND AWARD</b>   |   | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>  |   | <b>Rating</b><br>DXA4              | <b>Page of Pages</b><br>1 57                          |
| <b>2. Contract Number</b>  | <b>3. Solicitation Number</b><br>W56HZV-14-R-0044 | <b>4. Type of Solicitation</b><br><input type="checkbox"/> Sealed Bid (IFB)<br><input checked="" type="checkbox"/> Negotiated (RFP) |   | <b>5. Date Issued</b><br>2014JAN31 | <b>6. Requisition/Purchase Number</b><br>SEE SCHEDULE |
| <b>7. Issued By</b><br>U.S. ARMY CONTRACTING COMMAND<br>CCTA-HTM-M<br>WARREN, MICHIGAN 48397-5000<br><br>HTTP://CONTRACTING.TACOM.ARMY.MIL |   | <b>Code</b><br>W56HZV   | <b>8. Address Offer To (If Other Than Item 7)</b> |                                    |   |

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

**SOLICITATION**

**9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 05:00pm (hour) local time 2014MAR03 (Date).**

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

|                            |                               |  |                           |   |
|----------------------------|-------------------------------|--|---------------------------|---|
| <b>10. For Information</b> | <b>A. Name</b><br>LEON MORROW | <b>B. Telephone (No Collect Calls)</b> |                           | <b>C. E-mail Address</b><br>LEON.MORROW@US.ARMY.MIL |
| <b>Call:</b>               |                               | <b>Area Code</b><br>(586)              | <b>Number</b><br>282-8434 | <b>Ext.</b>   |

**11. Table Of Contents**

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**OFFER (Must be fully completed by offeror)**

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

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

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

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

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

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

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

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

|   |   |                   |
|---|---|-------------------|
| <b>22. Authority For Using Other Than Full And Open Competition:</b><br><input checked="" type="checkbox"/> 10 U.S.C. 2304(c)( 1 ) <input type="checkbox"/> 41 U.S.C. 253(c)( ) | <b>23. Submit Invoices To Address Shown In</b><br>(4 copies unless otherwise specified) | <b>Item</b><br>25 |
|---|---|-------------------|

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

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

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

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

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: LEON MORROW  
 Buyer Office Symbol/Telephone Number: CCTA-HTM-M/(586)282-8434  
 Type of Contract: Firm Fixed Price  
 Kind of Contract: Supply Contracts and Priced Orders

\*\*\* End of Narrative A0000 \*\*\*

1. This is a sole source solicitation (W56HZV-14-R-0044) to ShockRide LLC.
2. This sole source solicitation is for the procurement of the Driver / Commander Seat (PN 105-377000-001), supporting the Vehicle Mounted Mine Detection (VMMD) Husky Mine Resistant Ambush Protected (MRAP) vehicle.
3. Quantity: 678 each.
4. Contract Type: Firm-Fixed Price (FFP). All pricing submitted herein is for a Firm-Fixed Price or Prices applicable to CLIN 0001AA identified in the solicitation.
5. Delivery Schedule: Deliveries will be in accordance with Clause 52.242-4022.
6. Please submit proposal no later than 5:00pm eastern standard time 18 February 2014.

\*\*\* END OF NARRATIVE A0002 \*\*\*

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

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

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

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

(d) Requirements for the online ASFI bid submission:

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

(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= W56HZV-14-R-0044](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr= W56HZV-14-R-0044).

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

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

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



|                           |  |                            |
|---------------------------|--|----------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-14-R-0044 <b>MOD/AMD</b> | <b>Page</b> 4 <b>of</b> 57 |
|---------------------------|--|----------------------------|

**Name of Offeror or Contractor:** \_\_\_\_\_

: \_\_\_\_\_ :

[End of Provision]

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

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

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

[End of Provision]

A-5      52.232-4087      PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)      JAN/2012

TACOM-Warren uses Wide Area Workflow, Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. (See DFARS clause 252.232-7003, entitled Electronic Submission of Payment Requests and Receiving Reports). Under WAWF-RA, vendors electronically submit (and track) invoices, and receipt/acceptance documents/reports. Submission of hard copy DD250/invoices is no longer acceptable for payment purposes.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil> There is no charge to use WAWF. Direct any questions relating to system setup and vendor training to the Help Desk at Ogden, UT at 1-866-618-5988. Web-based training for WAWF is also available at <https://wawftraining.eb.mil>

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|----------|------|------------|----------|
|         | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  |          |      |            |          |
| 0001    | DRIVER/COMMANDER SEAT<br>FSCM: 19207<br>PART NR: 105-377000-001  |          |      |            |          |
| 0001AA  | <p><u>HUSKY DRIVER/COMMANDER SEAT</u></p> <p>COMMODITY NAME: DRIVER/COMMANDER SEAT<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE 52.211-4515<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>DELIVERIES SHALL BE IAW CLAUSE 52.242-4022.</p> <p>SHIP TO ADDRESS:<br/>                     Letterkenny Army Depot<br/>                     DODAAC: W90CGJ<br/>                     W0L6 USA DEP LETTERKENY<br/>                     TRANSPORTATION OFFICE BLDG 2<br/>                     1 OVERCASH AVE LETTERKENNY AD<br/>                     CHAMBERSBURG PA 17201-4153<br/>                     POC: Betty Mellott<br/>                     Phone: 717-267-8912</p> <p>(End of narrative F001)</p> <p>FOB POINT: Destination</p> |          |      | \$ _____   | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO       | SUPPLIES/SERVICES   | QUANTITY    | UNIT | UNIT PRICE | AMOUNT        |                 |             |     |   |             |   |    |  |              |
|---------------|---|-------------|------|------------|---------------|-----------------|-------------|-----|---|-------------|---|----|--|--------------|
| 0002          | CDRLS   |             |      |            |               |                 |             |     |   |             |   |    |  |              |
| 0002AA        | <p><u>CONTRACT DATA REQUIREMENTS LIST</u></p> <p>SERVICE REQUESTED: CDRLS<br/>                     CLIN CONTRACT TYPE:<br/>                     No Cost</p> <p>CONTRACT DATA REQUIREMENTS LIST INCLUDES THE FOLLOWING:<br/>                     A001: INDENTURED BILL OF MATERIAL (IBOM)<br/>                     A002: INSTALL INSTRUCTIONS<br/>                     A003: PROVISIONING TECHNICAL DOCUMENTATION (PTD)</p> <p>THE CONTRACTOR WILL BE REQUIRED TO SUBMIT A DD250 FOR CLIN 0002AA UPON COMPLETION OF THE CONTRACT. IF ALL CDRL'S HAVE SUCESSFULLY BEEN SUBMITTED AND ACCEPTED THE COR WILL APPROVE THE NOT SEPERATELY PRICED DD250 FOR CLIN 0002AA.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>AS REQUIRED</td> </tr> </table> <p>ATTN/POC:</p> <p>Kyle J. Bochenek<br/>                     System Acquisition Manager - VMMD (Husky)<br/>                     PM Assured Mobility Systems<br/>                     SFAE-CS-MR-A<br/>                     PEO CS&amp;CSS<br/>                     Office: 586-282-4335<br/>                     Blackberry: 586-219-1948<br/>                     kyle.j.bochenek.civ@mail.mil<br/>                     kyle.bochenek@ksyknr04.army.smil.mil</p> <p>(End of narrative F001)</p> | DLVR SCH    |      | PERF COMPL | <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> | 001 | 1 | AS REQUIRED | 1 | LT |  | \$ ** NSP ** |
| DLVR SCH      |   | PERF COMPL  |      |            |               |                 |             |     |   |             |   |    |  |              |
| <u>REL CD</u> | <u>QUANTITY</u>   | <u>DATE</u> |      |            |               |                 |             |     |   |             |   |    |  |              |
| 001           | 1   | AS REQUIRED |      |            |               |                 |             |     |   |             |   |    |  |              |

**Name of Offeror or Contractor:**

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## 1.0. SCOPE

The Contractor shall produce Driver/Commander Seats (Part Number 105-377000-001), supporting the Vehicle Mounted Mine Detection (VMMD) Husky Mine Resistant Ambush Protected (MRAP) vehicle. The Driver/Commander Seat provides an improved seat for the operators of the VMMD Husky MRAP vehicles that are supporting Route Clearance Vehicle Missions. The design shall meet the requirements set forth in section 3.0 of this Statement of Work.

## 1.1. Background and History

During Route Clearance missions, the seat provided by the Original Equipment Manufacturer (OEM), has been reported by various Husky operators to negatively affect the operators ability to perform the mission. The Driver/Commander seat will come equipped with a Spall Liner panel integrated on the back of the seat, which provides additional protection to the back of the Husky operator. The integrated rear Spall Liner panel will provide extra protection to the occupant from Improvised Explosive Devices (IEDs). Failure to install the Driver/Commander seat can result in serious injury to the Soldier and put their lives at risk.

## 2.0. DOCUMENTS

The Standards Specifications, Handbooks and additional publications listed below, shall be applicable to this effort. These standards include, but are not limited to:

|                |  |
|----------------|--|
| MIL-STD-129    | Military Marking for Shipment and Storage        |
| MIL-STD-130    | Identification Marking of U.S. Military Property |
| MIL-STD-2073-1 | DoD Standard Practice for Military Packaging     |
| MIL-HDBK-61    | Configuration Management                         |

## 3.0. REQUIREMENTS

## 3.1. Deliverables

## 3.1.1. Indentured Bill of Materials (IBOM)

The Contractor shall produce IBOM(s) that include the data elements of the product structure information in accordance with Contract Data Requirements List (CDRL) A001. The IBOM(s) shall be prepared in indenture level sequence down to the lowest component piece part level. Below is the list of information that shall be included:

Part Number  
Part Nomenclature  
Quantity  
Cage Code  
Drawing Nomenclature  
Drawing Number  
Drawing Revision  
Drawing Type  
Drawing Cage Code  
IUID  
Installation Number  
Unit Measure  
Unit Price

Additional fields are acceptable if they are thoroughly explained by the Contractor and agreed upon by the Government. Changes/modifications are only to be made as a result of an approved ECP. The IBOM(s) shall be in Microsoft Excel spreadsheet software so the Government can integrate the data into parts sustainment and Product Data Management PDM parts and Product Change Management (PCM) control systems.

## 3.1.2. Fit-Up Driver/Commander Seat Deliverables

## 3.1.2.1. Production Level Seats

The Contractor shall fabricate, package, and ship two (2) each Driver/Commander Seats (PN 105-377000-001) Fit-Up samples to a location designated by the Government. The quantity shall be part of the final production quantity. The delivery of the Fit-Up seats must be production representative packaged and delivered no later than 90 days after contract award. The Contractor shall advise the Government seven (7) days prior to shipment to allow for required shipping and testing coordination.

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

3.1.3. Production

The Contractor shall produce and deliver the Driver/Commander Seats (PN 105-377000-001) in accordance with the schedule and delivery locations to be determined at time of award, after successful Fit-UP into a Husky vehicle is complete. No changes shall be made to the configuration or material without prior approval from the Government in the form of an Engineering Change Proposal (ECP) or Request for Deviation/Waiver (RFD/W) per the guidance in MIL-HDBK-61.

3.1.4. Technical Publications

3.1.4.1. Technical Instruction (TI)

The Contractor shall develop TI(s) that provide the complete system level procedures for the installation of the Driver/Commander Seat(s). The technical instruction shall incorporate pictures and texts to clearly provide step-by-step directions and be delivered in accordance with CDRL A002. A preliminary draft of the technical instruction shall be delivered with the Fit-Up samples specified in Paragraph 3.1.2. A final draft shall be delivered after all applicable corrections (if any) have been made prior to delivery of the production quantity.

3.1.4.4. Copyrights

All publications prepared under this contract become the property of the Government and are not subject to copyright by the Contractor. When the Contractor uses commercial data which covers a vendors components or portions thereof, and the vendors data contains copyright material, the Contractor shall be responsible for obtaining a copyright release from the vendor and furnishing such release to the Government. The Contractor shall provide a copyright release letter. The letter shall be on company letterhead, dated and signed by a company officer. The letter shall certify that the Government has full copyrights from the Contractor. The letter shall state that the TI developed are free from copyright restrictions and the Government can edit, reprint and distribute information in the technical manual as required.

3.1.5. Technical Support

Contractor personnel will be required to provide support and hardware installation support which may require travel to a Government test facility. The projected requirement is one (1) visit for one (1) day for the fit up of the Driver/Commander seat into the VMMD Husky MRAP vehicle.

3.2. Technical Requirements

3.2.1. Part Marking Requirements

Reparable level components and assemblies shall be marked per MIL-STD-130, Identification Marking of U.S. Military Property.

4.0. Integrated Logistics Support (ILS)

4.1. Provisioning Technical Documentation (PTD)

The Contractor shall provide all Provisioning Technical Documentation to include, but not be limited to, a Provisioning Parts List (PPL), Long Lead Time Items List (LLTIL), Common and Bulk Items List (CBIL), Repairable Items List (RIL), and RPSTL Guidance as provided in MIL-STD-1388-2 in accordance with CDRL A003.

4.1.1. Provisioning Parts List (PPL)

The PPL shall contain the end item, component or assembly and all support items which can be disassembled, reassembled, or replaced and which, when combined, constitute the end item, component or assembly and shall include any additional items required for the operation and maintenance of the end item, component, or assembly. The PPL includes all repairable Commercial off the Shelf (COTS) items unless excluded by the provisioning requirements. The PPL shall be structured in a Top-Down Breakdown Disassembly sequence. Indenture Codes are in Alpha Character format. The Provisioning Line Item Sequence Number(s) PLISN range of a PPL shall begin with Alphanumeric Codes with A001 as the first B indenture PLISN and continue through A999, then B001 and continue through B999, etc. The Contractor shall submit a separate PPL for each Egress Modification.

4.1.2. Long Lead Time Items List (LLTIL)

The Contractor shall provide a LLTIL that shall contain those items which, because of their complexity of design, complicated manufacturing process or limited production capacity, may cause production or procurement cycles which would preclude timely and adequate delivery, if not ordered in advance of normal provisioning. If the Driver/Commander seat does not require any long lead items, the Contractor shall provided this in writing in accordance with CDRL A003.

4.1.3. Common And Bulk Items List (CBIL)



**Name of Offeror or Contractor:**

other Government technical personnel (Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, Quality Assurance personnel, DCMA, etc.) may also be invited to the meeting. All Government invitees shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email. The contractor shall provide the Government with minutes of the Start of Work Meeting within 5 days after the meeting is held.

[End of Clause]

C-2 52.211-4072 TECHNICAL DATA PACKAGE INFORMATION

JUL/2012

The following Xd item applies to this solicitation:

[ X ] 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 CLIN's Web-located TDP. To access the TDP, you will have to copy or type the links URL to your web browser address bar at the top of the screen.

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

CLIN: -1-

TDP Link (URL): -2-

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

-3-

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/jcpc/

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]

C-3 52.239-4003 SECTION 508 CONFORMANCE

APR/2010

Under Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), federal agencies must give disabled employees and members of the public access to electronic information that is comparable to the access available to others. Section 508 requires that federal agencies' electronic and information technology (EIT) be accessible to people with disabilities. All EIT products and services purchased under this contract must conform to the Section 508 law by meeting all applicable accessibility standards.

The applicable accessibility standards are indicated in the Statement of Work and/or CLINS. See below for the list of accessibility standards. Only the standards referenced in the Statement of Work and/or CLINS apply to this contract.

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## Section 508 Accessibility Standards

## 1194.21 Software applications and operating systems.

- (a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.
- (b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.
- (c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.
- (d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.
- (e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.
- (f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.
- (g) Applications shall not override user selected contrast and color selections and other individual display attributes.
- (h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.
- (i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.
- (j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.
- (k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.
- (l) When electronic forms are used, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

## 1194.22 Web-based intranet and internet information and applications.

- (a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).
- (b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.
- (c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.
- (d) Documents shall be organized so they are readable without requiring an associated style sheet.
- (e) Redundant text links shall be provided for each active region of a server-side image map.
- (f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.
- (g) Row and column headers shall be identified for data tables.
- (h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.
- (i) Frames shall be titled with text that facilitates frame identification and navigation.
- (j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.
- (k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.
- (l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.
- (m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with 1194.21(a) through (l).
- (n) When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.
- (o) A method shall be provided that permits users to skip repetitive navigation links.
- (p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.

## 1194.23 Telecommunications products.

- (a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.
- (b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-

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proprietary standard TTY signal protocols.

- (c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.
- (d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.
- (e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.
- (f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.
- (g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.
- (h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.
- (i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.
- (j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.
- (k) Products which have mechanically operated controls or keys, shall comply with the following:
  - (1) Controls and keys shall be tactilely discernible without activating the controls or keys.
  - (2) Controls and keys shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2 N) maximum.
  - (3) If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.
  - (4) The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.

## 1194.24 Video and multimedia products.

- (a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.
- (b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.
- (c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.
- (d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.
- (e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.

## 1194.25 Self contained, closed products.

- (a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach assistive technology to the product. Personal headsets for private listening are not assistive technology.
- (b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.
- (c) Where a product utilizes touch screens or contact-sensitive controls, an input method shall be provided that complies with 1194.23
- (k) (1) through (4).
- (d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.
- (e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.
- (f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.
- (g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.
- (h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.
- (i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.
- (j) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply

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with the following:

- (1) The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length.
- (2) Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.
- (3) Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.
- (4) Operable controls shall not be more than 24 inches behind the reference plane.

1194.26 Desktop and portable computers.

- (a) All mechanically operated controls and keys shall comply with 1194.23 (k) (1) through (4).
- (b) If a product utilizes touch screens or touch-operated controls, an input method shall be provided that complies with 1194.23 (k) (1) through (4).
- (c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.
- (d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards.

1194.31 Functional performance criteria.

- (a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided.
- (b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.
- (c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for assistive technology used by people who are deaf or hard of hearing shall be provided.
- (d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.
- (e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for assistive technology used by people with disabilities shall be provided.
- (f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.

1194.41 Information, documentation, and support.

- (a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.
- (b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.
- (c) Support services for products shall accommodate the communication needs of end-users with disabilities.

(End of Clause)

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## SECTION D - PACKAGING AND MARKING

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| D-1 | 52.211-4515<br>(TACOM) | PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS) | FEB/2012    |

(a) Military preservation, packing, and marking for this contract/order shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1, Revision D, Dated 15 Dec 1999 and Notice 1, dated 10 May 2002, and the Special Packaging Instruction, see below.

(1) LEVEL OF PRESERVATION: Military

(2) LEVEL OF PACKING: A

(3) QUANTITY PER UNIT PACKAGE: One (1)

(4) SPECIAL PACKAGING INSTRUCTION NUMBER: MIL-STD-2073-1

(a) REVISION: D

(b) DATE OF REVISION: Dated 15 Dec 1999 and Notice 1, dated 10 May 2002

(c) THE REQUIRED SPECIAL PACKAGING INSTRUCTION (SPI) IS AVAILABLE ON THE WEB AT THE FOLLOWING URL: <https://www.tacom.army.mil/ilsc/>

(Note: You must have the Adobe Acrobat reader installed on your PC to view the SPI. See the Army Contracting Command - Warren (DTA) web site (<http://contracting.tacom.army.mil/faq.htm>) for information on obtaining the latest version of the reader. If you're experiencing problems opening the Special Packaging Instructions in Adobe .PDF images using Internet Explorer, try the following: Go to "Tools," then "Internet Options." Click on the "Advanced" tab. Scroll down to the "Security" section. Uncheck "Do not save encrypted pages to disk." Click "Apply." Click "OK.")

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

(c) Marking:

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

(d) Heat Treatment and Marking of Wood Packaging Materials (WPM): Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an accredited agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking: Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with [https://www.ippc.int/servlet/BinaryDownloaderServlet/133703\\_ISPM15\\_2002\\_with\\_Ann.pdf?filename=1152091663986\\_ISPM\\_15\\_2002\\_with\\_Annex1\\_2006\\_E.pdf&refID=133703](https://www.ippc.int/servlet/BinaryDownloaderServlet/133703_ISPM15_2002_with_Ann.pdf?filename=1152091663986_ISPM_15_2002_with_Annex1_2006_E.pdf&refID=133703) and be marked with an ALSC approved dunnage stamp, marked at two foot intervals (in the case of dunnage shorter than

|                           |  |                      |
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2 feet, each piece must still have the mark present). Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(e) Hazardous Materials (As applicable):

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

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

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

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

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

(g) SUPPLEMENTAL INSTRUCTIONS: n/a

[End of Clause]



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If the contractor is not the actual manufacturer of the item being procured (i.e. dealer, distributor, etc.) the contractor shall ensure that subcontractor drawings are available for review to support the Government's inspection requirements.

(End of Clause)

**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

This document 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 these addresses:

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

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

|     | <u>Regulatory Cite</u> | <u>Title</u>                             | <u>Date</u> |
|-----|------------------------|--|-------------|
| F-1 | 52.242-15              | STOP-WORK ORDER                          | AUG/1989    |
| F-2 | 52.242-17              | GOVERNMENT DELAY OF WORK                 | APR/1984    |
| F-3 | 52.247-34              | F.O.B. DESTINATION                       | NOV/1991    |
| F-4 | 52.247-48              | F.O.B. DESTINATION--EVIDENCE OF SHIPMENT | FEB/1999    |
| F-5 | 52.242-4022<br>(TACOM) | DELIVERY SCHEDULE                        | SEP/2008    |

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

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

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

| ITEM NO. | QTY | WITHIN DAYS AFTER DATE OF CONTRACT AWARD |
|----------|-----|--|
| -1-      | -2- | -3-                                      |

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

| ITEM NO.    | QTY | WITHIN DAYS AFTER DATE OF CONTRACT AWARD |
|-------------|-----|--|
| CLIN 0001AA | 2   | 90 DACA                                  |
| CLIN 0001AA | 676 | 180 DACA                                 |

(d) Accelerated delivery schedule is acceptable at no cost to the Government.

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

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

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

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

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

[End of Clause]

F-6 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS APR/2012  
(WARREN)

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officers best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of container: Wood Box \_\_\_\_, Fiber Box \_\_\_\_, Barrel \_\_\_\_, Reel \_\_\_\_, Drum \_\_\_\_, Other (Specify) \_\_\_\_\_;
- (ii) Shipping configuration: Knocked-down \_\_\_\_, Set-up \_\_\_\_, Nested \_\_\_\_, Other (specify) \_\_\_\_\_;
- (iii) Size of container: \_\_\_\_ (Length), x \_\_\_\_ (Width), x \_\_\_\_ (Height) = \_\_\_\_ Cubic Ft;
- (iv) Number of items per container \_\_\_\_\_ each;
- (v) Gross weight of container and contents \_\_\_\_ Lbs;
- (vi) Palletized/skidded \_\_\_Yes \_\_\_ No;
- (vii) Number of containers per pallet/skid \_\_\_\_\_;
- (viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ Lbs;
- (ix) Size of pallet/skid and contents \_\_\_\_\_ Lbs\* Cube \_\_\_\_\_;

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation \_\_\_\_\_;
- (ii) Tender/Tariff \_\_\_\_\_;
- (iii) Item \_\_\_\_\_.

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of Clause)

\*52.247-4060, TACOM Clarification for Guaranteed Shipping Characteristics

While the Guaranteed Shipping Characteristics clause at 52.247-60 requires at item (ix) the size of pallet/skid and contents, TACOM requests that contractors use the following to calculate the data:

- a. To calculate Lbs in item (ix) above: [(v) x (vii)] + (viii)
- b. To calculate Cube in item (ix) above: provide length, width and height of loaded pallet in inches. This should be greater



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New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

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

[End of Clause]

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## SECTION G - CONTRACT ADMINISTRATION DATA

| Regulatory Cite | Title | Date |
|-----------------|-------|------|
|-----------------|-------|------|

|     |  |          |
|-----|--|----------|
| G-1 | 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS | MAY/2013 |
|-----|--|----------|

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

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

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

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

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

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

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

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

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

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

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

(1) Document type. The Contractor shall use the following document type: 2-in-1.

See Clause 52.232-4087 for fill ins (2-5) below:

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

-2-

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

Routing Data Table\*

| Field Name in WAWF        | Data to be entered in WAWF   |
|---------------------------|------------------------------|
| Pay Official DoDAAC       | HQ0337                       |
| Issue By DoDAAC           | W56HZV                       |
| Admin DoDAAC              | -5-                          |
| Inspect By DoDAAC         | S0302A                       |
| Ship To Code              | W90CGJ                       |
| Ship From Code            | -8-                          |
| Mark For Code             | HUSKY DRIVER/COMMANDER SEATS |
| Service Approver (DoDAAC) | -10-                         |
| Service Acceptor (DoDAAC) | -11-                         |
| Accept at Other DoDAAC    | -12-                         |
| LPO DoDAAC                | -13-                         |
| DCAA Auditor DoDAAC       | -14-                         |
| Other DoDAAC(s)           | -15-                         |

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

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

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

-17-

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

(End of clause)

G-2 52.242-4016 COMMUNICATIONS

FEB/2013

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Contracting Officer Representative (COR). Communications for the COR shall be addressed to:

Name: Kyle J. Bochenek  
E-mail: <mailto:kyle.j.bochenek.civ@mail.mil>

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: John Goggin  
E-mail: [John.Goggin@dcma.mil](mailto:John.Goggin@dcma.mil)

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-3 252.204-0005 PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE  
(DFARS PGI) (DFAS) - Line Item Specific: by Cancellation Date

SEP/2009

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

[End of Clause]

G-4 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)

AUG/2012

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

The document type the contractor shall use is as follows:

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

|                           |   |                      |
|---------------------------|---|----------------------|
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|---------------------------|---|----------------------|

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

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

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

[End of Clause]

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

Warren: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)  
Rock Island - JMTC: <https://acquisition.army.mil/asfi/>  
Red River Army Depot: <https://acquisition.army.mil/asfi/>  
Anniston Army Depot: <https://acquisition.army.mil/asfi/>

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

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

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

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

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

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## SECTION I - CONTRACT CLAUSES

This document 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 these addresses:

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

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

|      | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|------|------------------------|--|-------------|
| I-1  | 52.202-1               | DEFINITIONS  | NOV/2013    |
| I-2  | 52.203-3               | GRATUITIES   | APR/1984    |
| I-3  | 52.203-5               | COVENANT AGAINST CONTINGENT FEES   | APR/1984    |
| I-4  | 52.203-6               | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  | SEP/2006    |
| I-5  | 52.203-7               | ANTI-KICKBACK PROCEDURES   | OCT/2010    |
| I-6  | 52.203-8               | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN/1997    |
| I-7  | 52.203-10              | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN/1997    |
| I-8  | 52.203-12              | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS   | OCT/2010    |
| I-9  | 52.204-4               | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER   | MAY/2011    |
| I-10 | 52.204-9               | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL   | JAN/2011    |
| I-11 | 52.204-10              | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS   | JUL/2013    |
| I-12 | 52.204-13              | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE  | JUL/2013    |
| I-13 | 52.209-6               | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | AUG/2013    |
| I-14 | 52.209-9               | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS   | JUL/2013    |
| I-15 | 52.210-1               | MARKET RESEARCH  | APR/2011    |
| I-16 | 52.211-5               | MATERIAL REQUIREMENTS  | AUG/2000    |
| I-17 | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   | APR/2008    |
| I-18 | 52.215-2               | AUDIT AND RECORDS--NEGOTIATIONS (OCT 2010) -- ALTERNATE II (APR 1998)  | APR/1998    |
| I-19 | 52.215-8               | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT   | OCT/1997    |
| I-20 | 52.215-10              | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA   | AUG/2011    |
| I-21 | 52.215-12              | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA   | OCT/2010    |
| I-22 | 52.215-14              | INTEGRITY OF UNIT PRICES   | OCT/2010    |
| I-23 | 52.215-15              | PENSION ADJUSTMENTS AND ASSET REVERSIONS   | OCT/2010    |
| I-24 | 52.215-18              | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS                                   | JUL/2005    |
| I-25 | 52.219-8               | UTILIZATION OF SMALL BUSINESS CONCERNS   | JUL/2013    |
| I-26 | 52.222-19              | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES   | NOV/2013    |
| I-27 | 52.222-20              | WALSH-HEALEY PUBLIC CONTRACTS ACT  | OCT/2010    |
| I-28 | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES   | FEB/1999    |
| I-29 | 52.222-26              | EQUAL OPPORTUNITY  | MAR/2007    |
| I-30 | 52.222-35              | EQUAL OPPORTUNITY FOR VETERANS   | SEP/2010    |
| I-31 | 52.222-36              | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES   | OCT/2010    |
| I-32 | 52.222-37              | EMPLOYMENT REPORTS ON VETERANS   | SEP/2010    |
| I-33 | 52.222-40              | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT   | DEC/2010    |
| I-34 | 52.222-50              | COMBATING TRAFFICKING IN PERSONS   | FEB/2009    |
| I-35 | 52.222-54              | EMPLOYMENT ELIGIBILITY VERIFICATION  | AUG/2013    |
| I-36 | 52.223-2               | AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS                                    | SEP/2013    |
| I-37 | 52.223-18              | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING  | AUG/2011    |
| I-38 | 52.225-13              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | JUN/2008    |
| I-39 | 52.227-1               | AUTHORIZATION AND CONSENT  | DEC/2007    |
| I-40 | 52.227-2               | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  | DEC/2007    |
| I-41 | 52.228-7               | INSURANCE--LIABILITY TO THIRD PERSONS  | MAR/1996    |
| I-42 | 52.229-4               | FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)  | FEB/2013    |
| I-43 | 52.232-1               | PAYMENTS   | APR/1984    |
| I-44 | 52.232-8               | DISCOUNTS FOR PROMPT PAYMENT   | FEB/2002    |
| I-45 | 52.232-11              | EXTRAS   | APR/1984    |

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|-------|------------------------|---|-------------|
| I-46  | 52.232-17              | INTEREST  | OCT/2010    |
| I-47  | 52.232-23              | ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)   | APR/1984    |
| I-48  | 52.232-25              | PROMPT PAYMENT  | JUL/2013    |
| I-49  | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT   | JUL/2013    |
| I-50  | 52.232-39              | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS  | JUN/2013    |
| I-51  | 52.233-1               | DISPUTES  | JUL/2002    |
| I-52  | 52.233-3               | PROTEST AFTER AWARD   | AUG/1996    |
| I-53  | 52.233-4               | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM   | OCT/2004    |
| I-54  | 52.237-3               | CONTINUITY OF SERVICES  | JAN/1991    |
| I-55  | 52.242-3               | PENALTIES FOR UNALLOWABLE COSTS   | MAY/2001    |
| I-56  | 52.242-13              | BANKRUPTCY  | JUL/1995    |
| I-57  | 52.243-1               | CHANGES--FIXED PRICE  | AUG/1987    |
| I-58  | 52.244-5               | COMPETITION IN SUBCONTRACTING   | DEC/1996    |
| I-59  | 52.244-6               | SUBCONTRACTS FOR COMMERCIAL ITEMS   | DEC/2013    |
| I-60  | 52.246-23              | LIMITATION OF LIABILITY   | FEB/1997    |
| I-61  | 52.247-63              | PREFERENCE FOR U.S.-FLAG AIR CARRIERS   | JUN/2003    |
| I-62  | 52.247-68              | REPORT OF SHIPMENT (REPSHIP)  | FEB/2006    |
| I-63  | 52.248-1               | VALUE ENGINEERING   | OCT/2010    |
| I-64  | 52.249-2               | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)   | APR/2012    |
| I-65  | 52.249-8               | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)  | APR/1984    |
| I-66  | 52.253-1               | COMPUTER GENERATED FORMS  | JAN/1991    |
| I-67  | 252.203-7000           | REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS   | SEP/2011    |
| I-68  | 252.203-7001           | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES                                | DEC/2008    |
| I-69  | 252.203-7002           | REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS   | SEP/2013    |
| I-70  | 252.204-7000           | DISCLOSURE OF INFORMATION   | AUG/2013    |
| I-71  | 252.204-7002           | PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED   | DEC/1991    |
| I-72  | 252.204-7003           | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT  | APR/1992    |
| I-73  | 252.204-7004           | ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT  | MAY/2013    |
| I-74  | 252.204-7006           | BILLING INSTRUCTIONS  | OCT/2005    |
| I-75  | 252.205-7000           | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS   | DEC/1991    |
| I-76  | 252.209-7004           | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY                     | DEC/2006    |
| I-77  | 252.215-7002           | COST ESTIMATING SYSTEM REQUIREMENTS   | DEC/2012    |
| I-78  | 252.223-7008           | PROHIBITION OF HEXAVALENT CHROMIUM  | JUN/2013    |
| I-79  | 252.225-7002           | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS  | DEC/2012    |
| I-80  | 252.225-7005           | IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES   | JUN/2005    |
| I-81  | 252.225-7006           | QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES  | OCT/2010    |
| I-82  | 252.225-7008           | RESTRICTION ON ACQUISITION OF SPECIALTY METALS  | MAR/2013    |
| I-83  | 252.225-7009           | RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS  | JUN/2013    |
| I-84  | 252.225-7012           | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES   | FEB/2013    |
| I-85  | 252.225-7013           | DUTY-FREE ENTRY   | OCT/2013    |
| I-86  | 252.225-7015           | RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS   | JUN/2005    |
| I-87  | 252.225-7016           | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS  | JUN/2011    |
| I-88  | 252.225-7021           | TRADE AGREEMENTS  | OCT/2013    |
| I-89  | 252.225-7033           | WAIVER OF UNITED KINGDOM LEVIES   | APR/2003    |
| I-90  | 252.225-7048           | EXPORT-CONTROLLED ITEMS   | JUN/2013    |
| I-91  | 252.226-7001           | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS | SEP/2004    |
| I-92  | 252.227-7013           | RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS   | JUN/2013    |
| I-93  | 252.227-7014           | RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION                         | MAY/2013    |
| I-94  | 252.227-7015           | TECHNICAL DATA--COMMERCIAL ITEMS  | JUN/2013    |
| I-95  | 252.227-7016           | RIGHTS IN BID OR PROPOSAL INFORMATION   | JAN/2011    |
| I-96  | 252.227-7019           | VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE  | SEP/2011    |
| I-97  | 252.227-7025           | LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS            | MAY/2013    |
| I-98  | 252.227-7027           | DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE  | APR/1988    |
| I-99  | 252.227-7030           | TECHNICAL DATA--WITHHOLDING OF PAYMENT  | MAR/2000    |
| I-100 | 252.227-7037           | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA  | JUN/2013    |

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|-------|------------------------|---|-------------|
| I-101 | 252.231-7000           | SUPPLEMENTAL COST PRINCIPLES                                      | DEC/1991    |
| I-102 | 252.232-7003           | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS   | JUN/2012    |
| I-103 | 252.232-7010           | LEVIES ON CONTRACT PAYMENTS                                       | DEC/2006    |
| I-104 | 252.235-7011           | FINAL SCIENTIFIC OR TECHNICAL REPORT                              | NOV/2004    |
| I-105 | 252.237-7010           | PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL | JUN/2013    |
| I-106 | 252.243-7001           | PRICING OF CONTRACT MODIFICATIONS                                 | DEC/1991    |
| I-107 | 252.243-7002           | REQUESTS FOR EQUITABLE ADJUSTMENT                                 | DEC/2012    |
| I-108 | 252.244-7000           | SUBCONTRACTS FOR COMMERCIAL ITEMS                                 | JUN/2013    |
| I-109 | 252.244-7001           | CONTRACTOR PURCHASING SYSTEM ADMINISTRATION                       | JUN/2012    |
| I-110 | 252.246-7000           | MATERIAL INSPECTION AND RECEIVING REPORT                          | MAR/2008    |
| I-111 | 252.247-7023           | TRANSPORTATION OF SUPPLIES BY SEA                                 | JUN/2013    |
| I-112 | 52.244-2               | SUBCONTRACTS  | OCT/2010    |

(a) Definitions. As used in this clause

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: TBD.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

|                           |  |                      |
|---------------------------|--|----------------------|
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- (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason certified cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --
- (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.i
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: TBD.

(End of clause)

- I-113            252.203-7004            DISPLAY OF FRAUD HOTLINE POSTER(S)            DEC/2012
- (a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.
- (b) Display of fraud hotline poster(s).

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

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

n/a.

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

**Name of Offeror or Contractor:**

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

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

(2) Is performed entirely outside the United States.

(End of clause)

I-114 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

APR/2010

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

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

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

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

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

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

(2) The Contractor shall--

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

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

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

**Name of Offeror or Contractor:**

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

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

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

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

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

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

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

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

(2) An internal control system.

(i) The Contractors internal control system shall--

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

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

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

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

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

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

(1) Monitoring and auditing to detect criminal conduct;

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

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

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

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

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

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

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

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

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

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

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

(d) Subcontracts.

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

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

(End of clause)

I-115            52.215-19            NOTIFICATION OF OWNERSHIP CHANGES            OCT/1997

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

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

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

(b) The Contractor shall --

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

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

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

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

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

(End of Clause)

I-116            52.219-28            POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION            JUL/2013

**Name of Offeror or Contractor:**

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

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

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

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

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

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

(3) For long-term contracts

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

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

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

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

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

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

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

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

(End of clause)

(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).

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

I-118

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

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environment by destroying ozone in the upper atmosphere.

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

(End of Clause)

I-119            52.252-2            CLAUSES INCORPORATED BY REFERENCE            FEB/1998

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

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

(End of Clause)

I-120            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984

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

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

(End of Clause)

I-121            252.211-7005            SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS            NOV/2005

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

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

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

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

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

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

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

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

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_



**Name of Offeror or Contractor:**

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

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

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

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

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

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

[End of Clause]

I-124 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM

APR/2006

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

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

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

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

or

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

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

[End of Clause]

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## SECTION J - LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u>                    | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|---------------------------------|-------------|----------------------------------|-----------------------|
| Attachment 0001                  | CONTRACT DATA REQUIREMENTS LIST | 07-JAN-2014 | 004                              | DATA                  |
| Attachment 0002                  | YELLOW 'CI MRAP' CRATE LABEL    | 08-JAN-2014 | 001                              | EMAIL                 |

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

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

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

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

|     | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|-----|------------------------|--|-------------|
| K-1 | 52.204-7               | SYSTEM FOR AWARD MANAGEMENT  | JUL/2013    |
| K-2 | 52.225-20              | PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--<br>CERTIFICATION   | AUG/2009    |
| K-3 | 52.225-25              | PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED<br>ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION | DEC/2012    |
| K-4 | 252.203-7005           | REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS  | NOV/2011    |
| K-5 | 252.209-7001           | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST<br>COUNTRY   | JAN/2009    |
| K-6 | 252.225-7031           | SECONDARY ARAB BOYCOTT OF ISRAEL   | JUN/2005    |
| K-7 | 252.227-7017           | IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE<br>RESTRICTIONS  | JAN/2011    |
| K-8 | 252.227-7028           | TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE<br>GOVERNMENT  | JUN/1995    |
| K-9 | 52.204-8               | ANNUAL REPRESENTATIONS AND CERTIFICATIONS  | JUL/2013    |

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336992.

(2) The small business size standard is 1,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

**Name of Offeror or Contractor:**

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

**Name of Offeror or Contractor:**

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

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to

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

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

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

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

\_\_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services Certification.

\_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA Designated Products (Alternate I only).

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

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

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

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

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

(End of provision)

K-10      252.204-7007      ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS      MAY/2013  
Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

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

|                           |  |                      |
|---------------------------|--|----------------------|
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solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

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

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

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

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

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

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

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

\_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

\_\_\_ (ii) 252.225-7000, Buy American Balance of Payments Program Certificate.

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) 252.225-7022, Trade Agreements Certificate Inclusion of Iraqi End Products.

\_\_\_ (v) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (vi) 252.225-7035, Buy American Free Trade Agreements Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR/DFARS<br>Provision # | Title | Date | Change |
|--------------------------|-------|------|--------|
|--------------------------|-------|------|--------|

\_\_\_\_\_

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

(End of provision)

K-11 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [ ] is a women-owned business concern.

(End of Provision)

K-12 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS JUL/2013

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

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

(End of provision)

K-13            252.209-7995            REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX            APR/2013  
(DEV 2013-            LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW -- FISCALYEAR  
00010)            2013 APPROPRIATIONS (DEV 2013-00010)

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

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

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

(b) The Offeror represents that--

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

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

(End of provision)

K-14            252.209-7998            REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION            MAR/2012  
(DEV 2012-            UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-00007)  
00007)

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State 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 further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

K-15            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

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**Name of Offeror or Contractor:**

O0004) 2012-00004)

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

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

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

(b) The Offeror represents that--

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

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

(End of provision)

K-16 252.217-7026 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<br>Items | National<br>Stock<br>Number | Commercial<br>Item<br>(Y or N) | Source of Supply |         |          | Actual<br>Mfg? |
|---------------|-----------------------------|--------------------------------|------------------|---------|----------|----------------|
|               |                             |                                | Company          | Address | Part No. |                |
| (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 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)

K-17 52.215-4005 MINIMUM ACCEPTANCE PERIOD  
(TACOM)

OCT/1985





**Name of Offeror or Contractor:**

offeror shall add the following evaluation factor line and insert the appropriate unit and total price figures if the conditions of subparagraph c. below are met:

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

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

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

- (1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and
- (2) The offer is predicated on authorized rent-free use of Government-owned property.

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

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

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## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

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

|     | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|-----|------------------------|--|-------------|
| L-1 | 52.214-34              | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE   | APR/1991    |
| L-2 | 52.214-35              | SUBMISSIONS OF OFFERS IN U.S. CURRENCY   | APR/1991    |
| L-3 | 52.215-16              | FACILITIES CAPITAL COST OF MONEY   | JUN/2003    |
| L-4 | 52.215-22              | LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT                    | OCT/2009    |
| L-5 | 52.222-24              | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION                                       | FEB/1999    |
| L-6 | 252.215-7008           | ONLY ONE OFFER   | OCT/2013    |
| L-7 | 52.211-14              | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE | APR/2008    |

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

(End of Provision)

|     |          |                  |          |
|-----|----------|------------------|----------|
| L-8 | 52.216-1 | TYPE OF CONTRACT | APR/1984 |
|-----|----------|------------------|----------|

The Government contemplates award of a Firm Fixed Price (FFP) contract resulting from this solicitation, W56HZV-14-R-0044.

(End of Provision)

|     |          |                    |          |
|-----|----------|--------------------|----------|
| L-9 | 52.233-2 | SERVICE OF PROTEST | SEP/2006 |
|-----|----------|--------------------|----------|

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

TACOM LCMC, ATTN: CCTA (Army Contracting Command Warren - Protest Coordinator)  
Mail Stop 315  
6501 E. 11 Mile Rd.  
Warren, MI 48397-5000.

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

(End of Provision)

|      |          |  |          |
|------|----------|--|----------|
| L-10 | 52.211-1 | AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 | AUG/1998 |
|------|----------|--|----------|

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

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**Name of Offeror or Contractor:**

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

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

(End of Provision)

L-11            52.211-2            AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS            JAN/2006  
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION  
INFORMATION SYSTEM (ASSIST)

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

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

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

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

(End of Provision)

L-12            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 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

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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)

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

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

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

L-14            52.252-5            AUTHORIZED DEVIATIONS IN PROVISIONS            APR/1984

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

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

(End of clause)

L-15            52.211-4047            NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL            DEC/2004  
(TACOM)            (NEGOTIATED)

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

(b) Definitions:

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

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

**Name of Offeror or Contractor:**

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

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

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

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

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

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

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

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

[End of Provision]

L-16            52.215-4003            HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES            MAY/2011  
(TACOM)            (NON-US POSTAL SERVICE MAIL)

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

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

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

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

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

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

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

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

[End of Provision]

L-17            52.215-4004            COST OR PRICING DATA            SEP/2010

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

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PIIN/SIIN W56HZV-14-R-0044

MOD/AMD

**Name of Offeror or Contractor:**

(a) Every proposal must include cost or pricing data for (i) prime contracts expected to exceed \$700,000 and (ii) each prospective noncompetitive or noncommercial-item subcontract that:

(1) Has an estimated value of \$12.5 million or more, or

(2) Has an estimated value of more than \$700,000 and is more than 10% of the total contract price.

(b) In order to meet this requirement, you must include a certificate of current cost or pricing data, in the format specified in 15.406-2 (see paragraph (d) below).

(c) Data shall be submitted in the format indicated in Table 15-2 of FAR 15.408(m).

(1) Address both (i) the basic contractual quantities identified in Section B of this solicitation, and (ii) any applicable option quantity identified in Section H of this solicitation.

(2) For required subcontractor cost or pricing data:

(i) Clearly identify the sub-contracted scope of work and its relation to the total proposal, and

(ii) Include (or forward to the Procuring Contracting Officer (PCO) when first available) complete documentation of the subcontract proposal audit, analysis, evaluation, and negotiation.

(3) Concurrently furnish the complete package of information to the cognizant Defense Contract Management Area Operation (DCMC) and Defense Contract Audit Agency (DCAA) offices. You are also responsible for submitting all required subcontractor cost or pricing data to each of these three Government offices (or for ensuring that subcontractors forward their data directly).

(d) Certificate of Current Cost or Pricing Data. As soon as practicable after contract price agreement, you will furnish a Certificate of Current Cost or Pricing Data for the prime contract and each subcontract identified above.

[End of Provision]

L-18            52.215-4404            DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY            MAY/2002

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

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

[End of Provision]

L-19            52.215-4405            ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON-            APR/2013  
DISCLOSURE STATEMENT

a)            APPLICABILITY. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term contractor employee includes employees, agents, or representatives and all employees, agents, or representatives and all employees, agents or representatives of all subcontractors, suppliers and consultants.

b)            DETROIT ARSENAL ACCESS.

1)            All contractor personnel entering the installation and requiring unescorted access must have a valid purpose to enter and be sponsored by a U.S. government organization or a contractor providing support on the installation. They must have their identity proofed and vetted through the National Crime Information Center (NCIC) database, and be issued, or in possession of an authorized and valid access credential from the Detroit Arsenal installation.

2)            At the discretion of the Senior Commander, U.S. Army Garrison Detroit Arsenal, any individual known to have a criminal background involving violence or meets the disqualifying standards in the Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 (31 Jul 2008), may be denied access to the Detroit Arsenal.

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Fingerprinting of employees and any other security procedures deemed necessary for the security of Detroit Arsenal (vehicle searches or x-raying packages, bags, briefcases) may be required based on the Force Protection Condition level at the time of access and whether the installation or building location is identified as a Restricted Area or Mission Essential Vulnerable Area (MEVA).

## c) BADGES.

1) Badges/Passes. Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the government, on each badge application form (STA Form 17).

2) Obtaining Badges. Government sponsor must prepare and submit a properly completed STA Form 17 (Visitor Notification and/or Temporary Security Identification Badge Application) to the Detroit Arsenal Visitor Control Center not less than 96 hours prior to scheduled visit.

3) Returning Badges. The government sponsor is responsible to ensure the security identification badges are returned to the Visitor Control Center, Bldg 232, upon expiration or termination of the contract relationship with the contract employee. Failure to comply with the requirements in this paragraph may be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the government in evaluating the contractors past performance on future acquisitions.

## 4) Badge Guidance.

a) All contractor employees, while on the premises at the Detroit Arsenal, shall continually wear the badge, which shall be visible at all times between the neck and waist of the individual. Badges will be secured from public view when off post and will not be left in privately owned or contractor vehicles unattended. Stolen or lost badges will be promptly reported to DES, USAG Detroit.

b) The identification badge or pass issued to contractor employee(s) is for their own use only. Misuse of badge or pass, such as permitting others to use it can result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.

c) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.

d) MEETING ATTENDANCE. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.

e) CLASSIFIED ACCESS. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be sent to the G2, TACOM LCMC (SMO Code W4GGAA, AMSTA-CSS, Office Phone 586-282-6262, Fax 586-282-6362) and their sponsoring activity. Government employees hosting meetings will verify contractor employees security clearance information with their supporting Security Coordinator or G2, TACOM LCMC using JPAS or the TACOM LCMC Access Roster prior to providing contractor access to classified information based on the approved DD254.

f) REGULATORY COMPLIANCE. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal, TACOM LCMC, or the Senior Commander. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPO) and Army Regulation 380-5, Department of the Army Information Security Program and their approved DD254.

g) NON-DISCLOSURE AGREEMENT. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR  
NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, an employee of \_\_\_\_\_, a Contractor providing support services/supplies to Detroit Arsenal, TACOM LCMC, or other tenant organizations (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number \_\_\_\_\_, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivery support services to Detroit Arsenal under contract; and

WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WHEREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

WHEREAS, "nonpublic information" includes, but is not limited to such information as:

Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS

**Name of Offeror or Contractor:**

NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);

Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);

Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);

Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);

Attorney work product;

Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and

Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer verbally within two business days, followed up in writing within five business days. The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: \_\_\_\_\_ (signature)

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

[End of Provision]

L-20 DA, 52.215- ABILITY ONE SUBCONTRACTING CREDIT  
5111

APR/2010

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

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

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

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

[End of provision]

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

OCT/2013

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

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

[End of Provision]

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

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PIIN/SIIN W56HZV-14-R-0044

MOD/AMD

**Name of Offeror or Contractor:**

L-22

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

MAR/1996

(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]

**Name of Offeror or Contractor:**

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## SECTION M - EVALUATION FACTORS FOR AWARD

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

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

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

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| M-1 | 52.209-4011<br>(TACOM) | CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD | JAN/2001    |

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

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

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

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

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

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

[End of Provision]

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 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, 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.:  
B. EXHIBIT:  
C. CATEGORY:  
TDP \_\_\_\_ TM \_\_\_\_ OTHER X  
F. CONTRACTOR: ShockRide

D. SYSTEM/ITEM: Driver/Commander Seats (Husky)  
E. CONTRACT/PR NO.:

- 
1. DATA ITEM NO: A001
  2. TITLE: INDENTURED BILL OF MATERIAL (IBOM)
  3. SUBTITLE:
  4. AUTHORITY: DI-SESS-81656
  5. CONTRACT REFERENCE: SOW para 3.1.1.
  6. REQUIRING OFFICE: PdM AMS
  7. DD250 REQ: LT
  8. APP CODE:
  9. DIST. STATEMENT REQ: C
  10. FREQUENCY: ASREQ
  11. AS OF DATE:
  12. DATE OF FIRST SUBMISSION: SEE BLOCK 16
  13. DATE OF SUBS. SUBMISSION: SEE BLOCK 16
  14. DISTRIBUTION:
    - A. ADDRESSEE: kyle.j.bochenek.civ@mail.mil
    - B. COPIES:
      - DRAFT: 1
      - REG: 1
      - REPRO: 0
  15. TOTAL COPIES: 2
  16. REMARKS:

BLOCK 9 - The following information shall be included on the deliverable: DISTRIBUTION  
STATEMENT C: Distribution authorized to US Government agencies and their Contractors; information may contain proprietary information. Other requests for this document shall be referred to PM AMS. WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., sec. 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with the provisions of DoD Directive 5230.25.

BLK 12: The first submission of the IBOM shall be provided with the delivery of the two (2) Driver/Commander Seats for fit-up in the Husky vehicle prior to delivery of production quantity as specified in the SOW.

BLK 13: Final Delivery of the IBOM shall be provided prior to full rate of production.

BLK 14: Submission shall be via electronic mail (e-mail) to the contracting office.

17. PRICE GROUP:  
18. ESTIMATED TOTAL PRICE:

-----

G. PREPARED BY: Sarah Plocinik  
H: DATE: 07 JAN 2014  
I: APPROVED BY:  
J: DATE:

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 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, 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.:  
B. EXHIBIT:  
C. CATEGORY:  
TDP \_\_\_\_ TM \_\_\_\_ OTHER X  
F. CONTRACTOR: ShockRide

D. SYSTEM/ITEM: Driver/Commander Seats (Husky)  
E. CONTRACT/PR NO.:

- 
1. DATA ITEM NO: A002
  2. TITLE: PRODUCT DRAWING/MODELS & ASSOCIATED LISTS
  3. SUBTITLE: INSTALL INSTRUCTIONS
  4. AUTHORITY: DI-SESS-81000
  5. CONTRACT REFERENCE: SOW para 3.1.4.1
  6. REQUIRING OFFICE: PdM AMS
  7. DD250 REQ: LT
  8. APP CODE:
  9. DIST. STATEMENT REQ: D
  10. FREQUENCY: ASREQ
  11. AS OF DATE:
  12. DATE OF FIRST SUBMISSION: SEE BLOCK 16
  13. DATE OF SUBS. SUBMISSION: SEE BLOCK 16
  14. DISTRIBUTION:
    - A. ADDRESSEE: kyle.j.bochenek.civ@mail.mil
    - B. COPIES:
      - DRAFT: 1
      - REG: 1
      - REPRO: 0
  15. TOTAL COPIES: 2
  16. REMARKS:

BLK 9: The following information shall be included on the deliverable: DISTRIBUTION STATEMENT C: Distribution authorized to US Government agencies and their Contractors; information may contain proprietary information. Other requests for this document shall be referred to PdM AMS.

BLK 12: The first submission of the TDP shall be provided with the delivery of the Fit-Up samples as specified in the Statement of Work.

BLK 13: Final Delivery: One complete set of the complete system level procedures for the installation of the Driver/Commander Seats shall be provided in the format specified in the respective Technical Data Package Worksheet attachments to the Contract prior to full rate of production.

BLK 14: Submission shall be via electronic mail (e-mail) or (DVD) to include all native CAD and PDFs of associated drawings to the contracting office.

17. PRICE GROUP:
  18. ESTIMATED TOTAL PRICE:
- 

G. PREPARED BY: Sarah Plocinik  
H: DATE: 07 JAN 2014  
I: APPROVED BY:  
J: DATE:

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 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, 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.:  
B. EXHIBIT:  
C. CATEGORY:  
TDP \_\_\_ TM \_\_\_ OTHER X  
F. CONTRACTOR: ShockRide

D. SYSTEM/ITEM: Driver/Commander Seats (Husky)  
E. CONTRACT/PR NO.:

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1. DATA ITEM NO: A003
  2. TITLE: PROVISIONING TECHNICAL DOCUMENTATION
  3. SUBTITLE:
  4. AUTHORITY: DI-ALSS-81529
  5. CONTRACT REFERENCE: SOW para 4.1
  6. REQUIRING OFFICE: PdM AMS
  7. DD250 REQ: LT
  8. APP CODE:
  9. DIST. STATEMENT REQ: D
  10. FREQUENCY: ASREQ
  11. AS OF DATE:
  12. DATE OF FIRST SUBMISSION: SEE BLOCK 16
  13. DATE OF SUBS. SUBMISSION: SEE BLOCK 16
  14. DISTRIBUTION:
    - A. ADDRESSEE: kyle.j.bochenek.civ@mail.mil
    - B. COPIES:
      - DRAFT: 1
      - REG: 1
      - REPRO: 0
  15. TOTAL COPIES: 2
  16. REMARKS:

BLK 4 Any reference to military documents may be used for guidance. Additionally, the following shall apply:

A. General: The Provisioning Technical Documentation (PTD) is the generic term used to identify any combination of the ten types of provisioning lists. PTD is used for the identification, selection, and determination of initial requirements and cataloging of support items to be procured through the provisioning process.

B. Content: Unless otherwise specified in the tailored provisioning requirements, the PTD shall contain any or all of the following lists, and may be prepared in the format of an LSA-036 Output Report.

1. Provisioning Parts List. The Provisioning Parts List (PPL) shall contain the end item, component or assembly and all support items which can be disassembled, reassembled, or replaced, and which, when combined, constitute the end item, component or assembly and shall include items such as parts, materials, connecting cabling, piping, and fittings required for the operation and maintenance of the end item, component, or assembly. The PPL shall be used to determine the range and quantity of support items required to maintain the end item for an initial period of service. This includes all repairable Contractor off-the-shelf (COTS) items unless excluded by the provisioning requirements. The PPL shall include items such as parts, materials, connecting cabling, piping, and fittings required for the operations and maintenance of the end item/equipment. The PPL shall contain all tools, test equipment, repair kits and repair parts sets required to maintain the end item, component, or assembly equipment unless excluded by the provisioning requirements or meeting the requirement for CBIL inclusion if CBIL is a contract requirement.

2. Long Lead Time Items List. The Long Lead Time Items List (LLTIL) shall contain those items which, because of their complexity of design, complicated manufacturing process or limited production capacity, may cause production or procurement cycles which would preclude timely and adequate delivery, if not ordered in advance of normal provisioning.

3. Common and Bulk Items List. The Common and Bulk Items List (CBIL) contains those items that are difficult or impractical to list on a topdown/disassembly sequence PPL, but for which provisioning is essential to support the operation of the end item/equipment. These items are subject to wear or failure, or otherwise required for maintenance, including planned maintenance of the end item/equipment. The Contractor shall indicate the material and military/commercial specifications, whichever is applicable, including material type, grade, class, etc. The Contractor shall submit sufficient information to enable the Government to relate the material/specification

number to the pertinent item. Applicable options shall be specified in the CDRL or in the provisioning requirements.

This list shall contain items of common hardware such as common nuts, bolts, screws, keys, washers, and fittings, except those of special design. The list shall also contain bulk items, such as electrical wire and cables, gasket material, tubing, hose, adhesives, paints, oils, grease, solvents, and metal and plastic stock, (e.g., rods and sheets). This list shall also contain common electrical and electronic parts such as connectors, contacts, resistors, capacitors, transistors and diodes. This list shall also contain peculiar, seldom rolled, seldom milled semi-fabricated items (less castings and forgings) and extrusions (rubber and metal).

BLK 4 Continued

4. Reparable Items List. Repairable items are those which, when removed from the vehicle, can be repaired at one of the Levels of Maintenance (LOM). This list shall also identify items to the component level with procurement lead times of greater than 90 days.

BLK 12 The first submission of items 1-4 shall be provided with the delivery of the Fit-Up samples as specified in the Statement of Work. Item 5 shall be required as required.

BLK 13 Final submission of items 1-4 due with as part of the Technical Publications Validation/Verification (see para 3.1.4). Item 5 shall be required as required.

BLK 14 All documents will be prepared in Contractor format using Microsoft Excel or other editable, Government-approved software and delivered electronically.  
Deliverables shall be through the contracting office.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

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G. PREPARED BY: Sarah Plocinik

H: DATE: 07 JAN 2014

I: APPROVED BY:

J: DATE: