

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1	of 76	Pages
2. Contract Number		3. Solicitation Number SPRDL1-12-R-0074		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2012OCT18	
7. Issued By DLA LAND WARREN ZGA WARREN, MI 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code SPRDL1		8. Address Offer To (If Other Than Item 7)			
6. Requisition/Purchase Number SEE SCHEDULE							

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 11:30pm (hour) local time 2012NOV19 (Date).

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

10. For Information	A. Name LORI A. SCHERZI-BRUBAKER	B. Telephone (No Collect Calls)		C. E-mail Address LORI.SCHERZIBRUBAKER@US.ARMY.MIL
Call:		Area Code (586)	Number 282-3183	Ext.

11. Table Of Contents

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OFFER (Must be fully completed by offeror)

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

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

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

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

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation		
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)		Item 25
24. Administered By (If other than Item 7) Code		25. Payment Will Be Made By Code		
SCD PAS NONE ADP PT				
26. Name of Contracting Officer (Type or Print)		27. United States Of America (Signature of Contracting Officer)		28. Award Date

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	SEP/2008

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

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

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

Requirements for online bid submission:

(1) You must be registered in the Central Contractor Registry (CCR) and have a CCR Marketing Partner Identification Number (MPIN) and CAGE Code.

(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=sprdl112r0074

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

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

(e) If you have questions or need help using ProcNet, call our Electronic Contracting Help Desk at (586) 282-7059, or send an email to DAMI_AcquisitionCenterWebPage@conus.army.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/SmallBusiness/Pages/ptap.aspx> to find a location near you.

A-2 52.214-4000 ACKNOWLEDGMENT OF AMENDMENTS OCT/1993

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date below:

Amendment Number	Date
_____	_____

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Paragraph 6.4 Class B inlet connector. Part number 64019J may be obtained from Eaton Aerospace DBA Carter Ground Fueling Division, 9650 Jeronimo Rd, Irvine, CA 92618, CAGE Code 00624.

*** END OF NARRATIVE A0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC. THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT) OR 0014 (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p><u>FOURTH ORDERING YEAR</u> OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.</p> <p><u>FIFTH ORDERING YEAR</u> OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <hr/> <p>The information presented below applies to Item No. 0011 Through 0015:</p> <p>Minimum 5 Year Quantity: 134 EACH</p> <p>Maximum 5 Year Quantity: 535 EACH (Inclusive of Option Years, if applicable)</p> <p>ONLY THE MINIMUM 5 YEAR QUANTITY IS GUARANTEED.</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN AND A 25% INCREASE PER YEAR.</p> <p>(End of narrative A001)</p> <p>Inspection/Acceptance at origin means that you MUST contact the DCMA to arrange for a Government inspection BEFORE you ship the supplies called out in this order. Failure to have the items inspected and accepted will result in their rejection at the destination. The rejected supplies will be returned to you at your expense.</p> <p>(End of narrative A002)</p>				
0011	<p>NOZZLE, FUEL AND OIL (CCR) NSN: 4930-01-383-9467 FSCM: 81349 PART NR: M52747-1B</p>				
0011AA	<p><u>FIRST ORDERING YEAR</u> _____</p> <p>NOUN: NOZZLE, FUEL AND OIL (CCR)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 1070	EA	\$ _____	\$ _____
0012	<p>NOZZLE, FUEL AND OIL (CCR) NSN: 4930-01-383-9467 FSCM: 81349</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AA	PART NR: M52747-1B <u>SECOND ORDERING YEAR</u> NOUN: NOZZLE, FUEL AND OIL (CCR) <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 1070	EA	\$ _____	\$ _____
0013	NOZZLE, FUEL AND OIL (CCR) NSN: 4930-01-383-9467 FSCM: 81349 PART NR: M52747-1B				
0013AA	<u>THIRD ORDERING YEAR</u> NOUN: NOZZLE, FUEL AND OIL (CCR) <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE	EST 1070	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. NOZZLE, FUEL AND OIL (CCR) NSN: 4930-01-383-9467 FSCM: 81349 PART NR: M52747-1B				
0014AA	<u>FOURTH ORDERING YEAR</u> NOUN: NOZZLE, FUEL AND OIL (CCR) <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.	EST 1070	EA	\$ _____	\$ _____
0015	NOZZLE, FUEL AND OIL (CCR) NSN: 4930-01-383-9467 FSCM: 81349 PART NR: M52747-1B				
0015AA	<u>FIFTH ORDERING YEAR</u> NOUN: NOZZLE, FUEL AND OIL (CCR) <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE UNIT PACK: 001	EST 1070	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
0016	<u>FIRST ARTICLE TEST - SEPARATELY PRICED</u> NSN: 4930-01-383-9467 NOUN: FIRST ARTICLE TEST REPORT <u>Packaging and Marking</u> UNIT PACK: 001 <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00006) SEE FIRST ARTICLE TEST CLAUSE FOR DISTRIBUTION	1	EA	\$ _____	\$ _____
0017	<u>DATA ITEMS</u>				
A001	<u>REPORT, RECORD OF MEETING MINUTES</u> NOUN: IN ACCORDANCE WITH C.2 <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination			\$ ** NSP **	\$ ** NSP **
A002	<u>MAINTENANCE ALLOCATION CHART (MAC)</u>			\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: IN ACCORDANCE WITH C.7 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423				
A003	<u>MAINTENANCE ALLOCATION CHART (MAC)</u>			\$ _____	\$ _____
	NOUN: IN ACCORDANCE WITH C.9 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423				
A004	<u>LONG LEAD TIME ITEMS (LLTI)</u>			\$ _____	\$ _____
	NOUN: IN ACCORDANCE WITH C.12 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423				
A005	<u>BASIC ISSUE ITEMS (BII)</u>			\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A006	NOUN: IN ACCORDANCE WITH C.13 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423			\$ _____	\$ _____
A007	<u>EXPENDABLE/DURABLE ITEMS LIST (EDIL)</u> NOUN: IN ACCORDANCE WITH C.14 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423			\$ _____	\$ _____
A008	<u>COMPONENTS OF END ITEMS (COEI) LIST</u> NOUN: IN ACCORDANCE WITH C.15 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423			\$ _____	\$ _____
A008	<u>SUPPORT TOOLS & TEST EQUIPMENT (STTE) LIST</u>			\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: IN ACCORDANCE WITH C.16 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423				
A009	<u>PROVISIONING AND PRE-PROCUREMENT SCREENING</u> NOUN: IN ACCORDANCE WITH C.17 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423			\$ _____	\$ _____
A010	<u>PPL & EDFP</u> NOUN: IN ACCORDANCE WITH C.18 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423			\$ _____	\$ _____
A011	<u>TM & RPSTL</u>			\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: IN ACCORDANCE WITH C.19 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423				
A012	<u>PACKAGING DATA</u>			\$ _____	\$ _____
	NOUN: IN ACCORDANCE WITH C.21.2 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423				
A013	<u>SPECIAL PACKAGING INSTRUCTIONS (SPI)</u>			\$ _____	\$ _____
	NOUN: IN ACCORDANCE WITH C.21.3 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423				
A014	<u>SAFETY ASSESSMENT REPORT</u>			\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: IN ACCORDANCE WITH C.22 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423				
A015	<u>VALIDATION REPORT</u> NOUN: IN ACCORDANCE WITH C.19.1.9.3 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423			\$ _____	\$ _____
A016	<u>EQUIP PUBLICATION DEVELOPMENT STATUS REPORT</u> NOUN: IN ACCORDANCE WITH C.19.1.9.4 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423			\$ _____	\$ _____

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.211-4015 (TACOM)	CONFIGURATION CONTROL - ENGINEERING CHANGES	DEC/2005

(a) DEFINITIONS:

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

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

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

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

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

(A) In deliverable end item quantities only;

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

(C) To the contract type only.

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

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

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

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

(2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.

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

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

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

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

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

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Name of Offeror or Contractor:

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

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

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

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

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

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

(f) Approval of ECPs, VECPs and RFDs.

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

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

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

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

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

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

(j) Questions.

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

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

[End of Clause]

C-2 52.211-4072 TECHNICAL DATA PACKAGE INFORMATION
(TACOM)

JUN/2010

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 CLINS Web-located TDP. To access the TDP, you will have to copy or type the links URL to your web browser address bar at the top of the screen.

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

Name of Offeror or Contractor:

CLIN:

TDP Link (URL):

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

- 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 disseminate 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 <http://www.dlis.dla.mil/jcp/> click on documents and follow instructions provided.\~ Processing time is estimated at three working days 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 TACOM Warren 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.

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.

A user guide for FBO can be found at [https://HYPERLINK \"http://www.fbo.gov\"www.fbo.gov](https://HYPERLINK \) - on the right is User Guides - click on Vendor.

[] 4. The Government requires a Use and Non-Disclosure Agreement (NDA) to be signed by an authorized representative of your firm before you are granted access to the technical data. The appropriate Agreement is:

[] available at <http://contracting.tacom.army.mil/acqinfo/contractorforms.htm> titled:

[] available as an attachment to this solicitation.

Follow the instructions on the Agreement, and email/fax it to the buyer at n/a, or fax n/a. The buyer will notify the FBO administrator upon receiving the NDA. The administrator will grant approval to view/download the TDP. An email stating approval has been granted will be sent to the vendor. It can take up to 24 hours after approval before you are able to view the TDP. If you have any questions/problems viewing the TDP contact the buyer.

[End of Clause]

Name of Offeror or Contractor:

C-3 52.246-4053 USE OF MIL-STD 1916
(TACOM)

JAN/2001

The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD-1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV for major characteristics and VL II for minor characteristics. MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916.

[End of Clause]

C.1 LOGISTICS REQUIREMENTS

C.1.1 The Nozzle, Fuel and Oil Servicing (CCR) will be manufactured in accordance with MIL-PRF 52747F (AT) dated February 26, 1996, hereafter referred to as Nozzle Assembly, Closed- Circuit Refueling (TYPE I, CLASS B).

C.1.2 APPLICABLE DOCUMENTS

Note: The most recent versions of these documents shall be used.

DATA ITEMS:

DI-ADMN-81505 REPORT, RECORD OF MEETING/MINUTES
DI-ALSS-81530 MAINTENANCE ANALYSIS (MA)
DI-ALSS-81530 MAINTENANCE ALLOCATION CHART (MAC)
DI-ALSS-81529 LONG LEAD TIME ITEMS (LLTI)
DI-ALSS-81529 BASIC ISSUE ITEMS (BII) LIST
DI-ALSS-81529 EXPENDABLE/DURABLE ITEMS LIST (EDIL)
DI-ALSS-81529 COMPONENT OF END ITEM LIST (COEI)
DI-ILSS-80868 SUPPORT EQUIPMENT TOOLS AND TEST EQUIPMENT (STTE)
DI-ALSS-81529 PROVISIONING & PRE-PROCUREMENT SCREENING
DI-ALSS-81529 PROVISIONING PARTS LIST (PPL)
DI-ALSS-81529 ENGINEERING DESIGN FOR PROVISIONING (EDFP)
DI-PACK-80121B SPECIAL PACKAGING INSTRUCTIONS
DI-SAFT-80102B SAFETY ASSESSMENT REPORT (SAR)
DI-CMAN-80792A VALIDATION REPORT
DI-MGMT-80368 EQUIPMENT PUBLICATIONS DEVELOPMENT STATUS REPORT
DI-SESS-81758 LOGISITICS PRODUCT DATA

SPECIFICATIONS/STANDARDS

MIL-PRF 52747F (AT) TYPE 1, CLASS B PERFORMANCE SPECIFICATION LOGISTICS MANAGEMENT INFORMATION
MIL-STD-40051-2 PREPARATION OF DIGITAL TECHNICAL INFORMATION
FOR PAGE-BASED TECHNICAL MANUAL
(FOR TWO LEVEL MAINTENANCE ONLY)
MIL-STD 882D STANDARD PRACTICE FOR SYSTEM SAFETY
MIL-STD-2073/1D STANDARD PRACTICE FOR MILITARY PACKAGING
MIL-HDBK 1222D GUIDE TO GENERAL STYLE AND FORMAT OF U.S. ARMY WORK PACKAGE TECHNICAL MANUALS
DI-ALSS 81592 CMI PACKAGING DATA PRODUCTS

OTHER GOVERNMENT DOCUMENTS

TB 750-93-1 FUNCTIONAL GROUP CODES (FGC) TECHNICAL BULLETIN
AR 750-1 ARMY MATERIAL MAINTENANCE POLICY
MIL-HDBK-502 ACQUISITION LOGISTICS

C.1.3 Definitions and clarifications applicable to Section C, and related Contract Data Requirements List (CDRL):

1. Day(s) means calendar days.
2. DACA means number of days after the contract is awarded.

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3. Due Date: If the due date for any performance by the Government or Contractor falls on a Saturday, Sunday, or federal holiday, then the due date for that performance shall instead be the next regular week day after the due date given in Section C and/or related CDRL's.

4. DAPVT means days after the Government approves the results of the Production Verification Test.

5. IPR means In Process Review.

C.2 MEETING MINUTES (CDRL A001)

C.2.1 The Contractor shall take minutes of the below meetings. The Procuring Contracting Officer (PCO) approved minutes shall be distributed to all parties not later than ten (10) days after the completed of the meeting.

C.2.2 Start of Work Conference: Within fifteen (15) business days after contract award, a Start of Work Conference shall be held at the U.S. Army TACOM Life Cycle Management Command - Detroit Arsenal. Contractor key personnel representatives for logistics, product support, and contracting must be physically present at the Start of Work Conference held at the Detroit Arsenal. All other Contractor personnel, including but not limited to, contract administration, management, engineers, and logistics support must be accessible during the Start of Work Conference. In this meeting the Contractor shall present detailed paths/milestone graphic presentations that defines Contractor performance necessary to meet contract delivery requirements as defined in the contract. The Contractor shall provide the Government an internal list of functional Contractor personnel involved in this contract. This list will be upgraded as required to maintain accuracy. The following conferences will be part of the Start of Work Conference:

C.2.2.1 Maintenance, Provisioning and Publications (MPP) Review: If needed, follow-on Reviews/Conferences will be held every thirty (30) days thereafter, with final cleanup to be determined by the parties. The MPP Review conference will cover the following:

C.2.2.2 Provisioning Guidance: The Government will provide guidance to the Contractor for documenting and submitting provisioning data. The Contractor shall provide a provisioning performance schedule at the conference. This schedule shall provide an estimate of the number of items to be provisioned and the number of future provisioning conferences that will be required.

C.2.2.3 Engineering Data for Provisioning (EDFP): Engineering Data for Provisioning is technical data used to describe parts/equipment and consists of data such as specifications, standards, drawings, photographs, sketches, descriptions and the necessary assembly and general arrangement drawings, etc., needed to indicate the physical characteristics, location and function of the item. The Contractor will conduct all provisioning processes utilized from the EDFP.

C.2.2.4 Maintenance Planning: During this conference the Government will review and discuss operator and maintenance functions, the two-level maintenance concept, for the system, and diagnostics requirements. The Contractor shall present detailed outlines of its maintenance strategy to demonstrate in detail that it is prepared to meet contract requirements.

C.2.2.5 Publications Guidance: The Government will review and discuss publications requirements.

C.2.2.6 Other Integrated Logistics Support (ILS) issues

C.3 PROVISIONING CONFERENCE

A formal Provisioning Conference will be held within 45 days after Start of Work Conference to incorporate Nozzle Assembly, Closed-Circuit Refueling hardware data into the LSA-036/PMR (Provisioning Master Record) data to support the new requirement. A final Provisioning Conference will be scheduled within 60 days prior to submittal of the Final Draft Equipment Publication (FDEP) to review for data integrity and to make corrections to any discrepancies found in the (PMR) data. Location of formal Provisioning Conference and final Provisioning Conference will be held at TACOM - Warren, Michigan. The formal Provisioning Conference will be a maximum of 5 working days with no less than 500 items and no more than 1500 items total, which includes the additional Provisioning Line Item Sequence Numbers (PLISNs)/part numbers being added to support the Nozzle Assembly, Closed-Circuit Refueling requirement. The responsible Government Provisioning Representative will make any deviations from these requirements. If required, a final provisioning conference will be held as a cleanup conference at TACOM or at a facility where the End Item is available, as the Government directs. The Contractor shall provide the following for the formal Provisioning Conference effort:

C.3.1 Hard copy of the Provisioning Parts List (PPL) (CDRL A010) shall be in a format acceptable to TACOM Logistics Modernization Program (LMP) database (1552 or LSA-036 format).

C.3.2 By the start of the conference, the Contractor will have annotated system Provisioning Contract Control Number (PCCN), Provisioning Line Item Sequence Number (PLISN), and Prime Commercial and Government Entity (CAGE) Code on any technical data that is submitted as EDFP. Contractor needs to ensure also that EDFP includes the prime part number being utilized for the Provisioning Master Record (PMR) data. If commercial literature is provided, the CAGE Code and PLISN will be annotated next to the appropriate manufacturer's part number.

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C.3.2.1 EDFP shall be provided for each item appearing on the PPL, first appearance only, except for items that are documented by Government drawings, specifications or standards, or nationally recognized industry association specifications or standards. At a minimum, the technical documentation must provide the following:

C.3.2.2 Dimensional, material, mechanical, electrical and other descriptive characteristics

C.3.2.3 Technical identification of items for maintenance of items for maintenance support consideration, to include location within its next higher assembly.

C.3.2.4 If the drawing, commercial literature, specification or standard does not identify the location of the part within the end item, then a sketch or illustration must be attached to that specific document. The technical documentation will be provided on hardcopy and reproducible electronic format.

C.3.2.5 Technical Data submitted as EDFP shall be annotated with CAGE Code, PCCN, PCC, and PLISN. On Engineering Drawings, the PLISN will be directly above the nomenclature. On Associated Lists, the PLISN will appear next to the item identification. When an Engineering Drawing or Associated List applies to multiple PLISNs, all PLISNs will be annotated on the Engineering Drawing or Associated List. The Engineering Drawings and Associated List will be provided in PLISN sequence to be compatible with the PPL. If commercial literature is provided, the CAGE Code and PLISN will be annotated next to the appropriate manufacturer's part number. The sketch or illustration provided in support of the commercial literature, specification or standard must also have the PLISN annotated next to the specific item.

C.3.2.6 Contractor will be required to scrub PPL to ensure all necessary data elements are present and format is correct to meet LMP requirements. If required; contractor will correct any data elements found to be missing or in error, and update via LSA-036 change report.

C.3.2.7 PPL format will be the same in LMP in regards to 1552, 13882A, and 13882B. Mandatory data elements are also the same, to include Next Higher Assembly (NHA) PLISN. This element is key to creating the parent/ child relationship for the Bill of Materials (BOM's). Also, when incorporating mandatory Technical Manual (TM) data, if any one (1) of the following is present all four (4) must be included. (TM-CODE, ITEM NUMBER, FIGURE NUMBER, & FUNCTIONAL GROUP CODE)

C.4 RESERVED

C.5 RESERVED

C.6 MAINTENANCE CONCEPT

The Nozzle Assembly, Closed- Circuit Refueling will be serviced, maintained, repaired and overhauled at the lowest maintenance levels possible. This will require the use of the Armys maintenance transformation, two level maintenance policies as outlined below and in accordance with AR 750-1. The Contractor shall conduct a Maintenance Analysis and Supportability Analysis to develop logistics products described in this contract. The Contractor shall use Military Performance (MIL-PRF) Specification 49506B Logistics Management Information (LMI), as well as DI-ALSS-81529 for use in identifying content, format, delivery and related guidance for logistic data, except where otherwise identified in this contract.

C.7 MAINTENANCE ANALYSIS (CDRL A002)

C.7.1 Maintenance of the Nozzle Assembly, Closed- Circuit Refueling will be driven by the two level maintenance concept: Field and Sustainment. A draft Maintenance Allocation Chart (MAC) will also be generated during this analysis. The analysis shall identify maintenance functions, levels of maintenance, manpower, spare parts and the support equipment required.

C.7.1.1 Field Level Maintenance is on-system maintenance and is mainly the replacement of defective parts and the accomplishment of preventative maintenance. Field maintenance returns repaired equipment to the soldier. It covers crew, service, and field maintenance tasks. Some off-system maintenance can be done at field level if, based on task analysis it is simple to complete or is critical to mission readiness.

C.7.1.2 Sustainment Level Maintenance is comprised of below depot and depot level maintenance functions. Sustainment Maintenance consists of repairing components, assemblies, modules, and end items in support of the supply system. Sustainment maintenance is characterized as off-system and repair rear. The intent of this level is to perform commodity-oriented repair on all supported items to one standard that provides a consistent and measurable level of reliability.

C.7.2 The analysis shall determine maintenance requirements, including all Preventative Maintenance Checks and Services (PMCS), based on:

Name of Offeror or Contractor:

- (1) Identification of components which are critical in terms of mission and operating system.
- (2) Components whose functional failure will not be evident to the operator.
- (3) Economical and/or operational consequences of failure.
- (4) Where scheduled maintenance can prevent failures.

C.8 MAINTENANCE PLANNING

The Contractor shall conduct Maintenance Planning that determines maintainability characteristics of the Nozzle Assembly, Closed-Circuit Refueling. This analysis shall be documented in the form of provisioning/Repair Parts & Special Tools List (RPSTL), technical manuals (TM) and shall identify maintenance functions, level of maintenance, manpower, spare parts and the support equipment required. The analysis will be in End Item hardware top down breakdown, disassembly sequence with attaching hardware. It will identify Functional Group Codes in accordance with (IAW) TB 750-93-1, for each reparable item. The technical bulletin can be found at web site <https://www.logsa.army.mil>. The Contractor should enter the Publications, Electronic Technical Manual (ETM) selection and request access. The LMI summary products shall be delivered in accordance with all applicable CDRLs.

C.9 MAINTENANCE ALLOCATION CHART (MAC) (CDRL A003)

C.9.1 The Contractor shall submit the MAC in accordance with MIL-STD-40051-2 and the applicable CDRL A003 (Maintenance Allocation Chart (MAC)). The MAC is a living document that forms the basis for provisioning and technical manual development. It is, therefore, subject to changes until First Article Testing is completed and approved. Its final approval will be concurrent with final TM approval for all manuals. Submittal shall consist of CD-ROM, PDF format. The MAC shall identify the maintenance functions that must be performed, the maintenance levels responsible for the function, the active service time, tools and test equipment necessary to perform the function, for each assembly, subassembly, and component in Functional Group Code sequence. The MAC shall include all maintenance significant components, assemblies, subassemblies and modules. No item will be deleted from the MAC unless the Contractor is specifically authorized. If a maintenance function is a replacement function only for a repair part, the item shall not be listed in the MAC, unless not listing the item would result in deletion of the group number. In this case, the item shall be listed in order to retain the functional group number. Items requiring a test procedure before replacement shall also be listed on the MAC.

C.9.2 See Attachment 2 (Armys Two Level Maintenance MAC Header) for an example of the MAC header with the Armys two levels of maintenance incorporated.

C.9.3 The final MAC will be prepared in accordance with the format specified in MIL-STD-40051-2.

C.10 SUPPORTABILITY ANALYSIS

The Contractor shall develop a supportability analysis as part of the overall management and engineering process for the Nozzle Assembly, Closed-Circuit Refueling. This analysis shall address the supportability requirements of the Nozzle Assembly, Closed-Circuit Refueling in terms of operation and maintenance task requirements and the associated support resources to support it.

C.11 LEVEL OF REPAIR ANALYSIS (LORA)

The Contractor shall conduct the LORA for the Nozzle Assembly, Closed-Circuit Refueling. This analysis shall determine the maintenance level at which the item should be repaired or replaced with an evaluation threshold of \$750 for Field and \$1,500 for Sustainment. The Contractor shall include economic and non-economic criteria in this analysis. Non-economic criteria that could impact the level of maintenance decision include, but are not limited to: manpower and personnel implications, support equipment and facilities available, and the maintenance concept. Results of this analysis shall be documented in the Maintenance Allocation Chart (MAC), CDRL A003 and Technical Manuals, (CDRL A011).

C.12 LONG LEAD TIME ITEMS (LLTI) (CDRL A004)

C.12.1 The Contractor shall provide a Long Lead Time Items List (LLTI), containing items that because of their complexity of design, complicated manufacturing processes or limited production capacities, may cause extended production of procurement cycles beyond three months, resulting in untimely and inadequate delivery, if not ordered in advance of normal provisioning.

C.12.2 Items identified on the LLTI shall contain the following: Item name, level of maintenance, NSN (if applicable), description, CAGE, part number, quantity required, unit price, PLISN and production lead-time.

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C.12.3 The LLTI list will be reviewed and approved by the Government prior to final acceptance.

C.13 BASIC ISSUE ITEMS (BII) LIST (CDRL A005)

The Contractor shall provide a Basic Issue Items (BII) List. BII are those items identified as essential for an operator or crew to place the Nozzle Assembly, Closed- Circuit Refueling into initial operation to accomplish its defined purpose. These items are essential to perform emergency repairs which cannot be deferred until completion of an assigned mission and routine maintenance. The BII are not listed on the engineering drawings. The BII includes those selected common and special purpose tools, Test, Measurement, Diagnostic Equipment (TMDE), spare and repair parts, Technical Manual, Operator publications, first aid kits, and safety equipment (for example fire extinguishers) authorized for the Nozzle Assembly, Closed- Circuit Refueling. Although critical spare and repair parts are not normally included in BII, exceptions may be made as needed to meet the criteria above. The Contractor shall over pack those items with each Nozzle Assembly, Closed- Circuit Refueling.

C.14 EXPENDABLE/DURABLE ITEMS LIST (EDIL) (CDRL A006)

This list defines the expendable/durable supplies and materials required for operating and maintaining the End Item. The minimum requirements for each submittal are the following: Item Number, Level, National Stock Number, Description, Commercial and Government Entity Code (CAGE), Part Number and Unit of Issue (UI). Final submittal of the Expendable and Durable Items List (EDIL) shall be in the format as depicted in MIL-STD-40051-2 and included in the applicable section of the final submission of the Department of the Army (DA) Technical Manual.

C.15 COMPONENT OF END ITEMS LIST (COEI) (CDRL A007)

The Contractor shall provide a Component of End Item List (COEI). These items are part of the End Item that must be with the End Item whenever it is issued or transferred between property accounts. COEI are removed and separately packaged for transportation. All major components of the Nozzle Assembly, Closed- Circuit Refueling will be identified and described in the appropriate Nozzle Assembly, Closed- Circuit Refueling operators manual, technical manual. In addition, any component identified on the engineering drawing that is physically separate and distinct and that must be removed from the Nozzle Assembly, Closed- Circuit Refueling and separately packaged and stored for transportation will be separately listed by NSN in a table as an appendix in the operators manual. The Contractor shall over pack those items with each Nozzle Assembly, Closed- Circuit Refueling.

C.16 SUPPORT EQUIPMENT TOOLS AND TEST EQUIPMENT (STTE) (CDRL A008)

The Contractor shall deliver a list of Support Equipment Tools and Test Equipment (STTE) IAW DI-ILSS-80868 and CDRL A008. The list shall be in tabular form and shall identify special tools and test equipment not contained in U.S. Army Supply Catalogs. Supply Catalogs contain common tool sets and are listed at US Army LOGSA web site at <https://weblog.logsa.army.mil/sko/index.cfm>. Maximum use of common tools, support equipment, and TMDE normally organic to the user is preferred. The list shall provide Nomenclature, Cage Code, National Stock Number (NSN), if assigned, Part Number, level of maintenance, and price of each item on the list.

Note: New TMDE items, those not identified in U.S. Army Supply Catalogs may require special source and calibration documentation in order to update/ provide data for possible inclusion to the TMDE register (DA Pam 700-21-1). The Contractor shall provide all required data for all new TMDE. http://www.army.mil/usapa/epubs/xml_pubs/p700_60/head.xml

Note: The following paragraphs are included in this pamphlet to clarify special tools for Army use. Special tools are not identified as components in a Special Kits & Outfits, Supply Class (SKO SC). Special tools are:

- a. Fabricated tools that are made from stocked items of bulk material, such as metal bars, sheets, rods, rope, lengths of chain, hasps, fasteners, and so forth. Fabricated tools are drawing number controlled and documented by functional group codes in RPSTLs and located in TMs as appendices. Fabricated tools are used on a single end item.
- b. Tools that are supplied for military applications only (that is, a cannon tube artillery bore brush, BII) or tools having great military use but having little commercial application.
- c. Tools designed to perform a specific task for use on a specific end item or on a specific component of an end item and not available in the common tool load that supports that end item/unit (for example, a spanner wrench used on a specific Ford engine model and on no other engine in the Army inventory).

C.17 PROVISIONING PARTS LIST (PPL) DEVELOPMENT (CDRL A010)

It is not the intent of the Government to prescribe the Automatic Data Process (ADP) software that must be used for processing. Using

Name of Offeror or Contractor:

cost effective ADP systems is encouraged.

C.17.1 Input media requirements for provisioning data: TACOM uses the Army Materiel Command (AMC) developed Logistics Modernization Program (LMP). All submissions of Logistics Management Information (LMI)/Provisioning Parts List (PPL) data must be compatible with the Government Logistics Modernization Program (LMP) All digital files are to meet the following criteria:

(a) American Standard Code for Information Interchange (ASCII)

(b) No Header Data

(c) 80 columns in width

(d) Carriage return code for line end

C.17.2 Provisioning Contract Control Number (PCCN) and Provisioning Control Code (PCC) will both be furnished by the Government at the time of the Start of Work Meeting, for input by the Contractor.

C.17.3 Provisioning Program: The Contractor shall develop provisioning data for the Nozzle Assembly, Closed- Circuit Refueling in accordance with MIL-PRF-49506B, guidelines of MIL-HDBK-502, AMC-P-700-25, and Logistics Management Information (LMI) data worksheets found in Attachment 1 (LMI Packaging Data Products).

C.17.3.1 The provisioning data shall contain all data required to support the Nozzle Assembly, Closed- Circuit Refueling:

(a) The assemblies, subassemblies, spare parts and modules

(b) Long Lead Time Items (LLTI) in CDRL A004

(c) Basic Issue Items (BII) List in CDRL A005

(d) Expendable/Durable Items List (EDIL) in CDRL A006

(e) Components of End Items List (COEI) in CDRL A007

C.17.4 The Contractor shall make available two hardcopies of LMI/PPL data and a hardcopy of the Engineering Data for Provisioning (EDFP) drawings at each provisioning conference.

C.17.5 All submissions of the LMI/PPL data must be compatible with our Logistics Modernization Program (LMP). The data shall be capable of being loaded into our Provisioning Master Record (PMR) without any modifications to the data. LMP has various methods by which the Contractor can deliver provisioning data and the Government will discuss these methods at the start of work meeting. Each incremental submission shall have at least 500 lines, but no more than 1500 lines. The Government prior to submission shall authorize deliveries of less than 500 lines. Each incremental submission must include at least one major assembly. All submissions will be labeled initial, changes, deletions or any combination of the three transactions. The Contractor shall correct rejections within 21 days and resubmit them electronically in ASCII text with accompanying 80/80 listing. The Contractor shall ensure that only those items that are repair parts or part of the end items top-down generation breakdown will be loaded in the PMR. The Government will reject all others.

C.17.6 Provisioning and Pre-Procurement Screening (CDRL A009) results will be Contractor developed and will be available at each Provisioning Conference to support the level of provisioning submittal under review. The data shall be capable of being loaded into the Provisioning Master Record (PMR) without any modifications to data. No errors are allowed. All submissions will be labeled as Initial, Revised, or Final submissions.

C.17.7 The Contractor will provide to the Government the Provisioning Parts List (PPL) in LSA-036 format per CDRL A010 (Provisioning Parts List (PPL)). Contractor will provide a Sample Data (5% of submittal) to TACOM not later than 14 days prior to attending Provisioning Conferences.

C.17.8 Provisioning Parts List (PPL) (CDRL A010)

The PPL shall be used to determine the range and quantity of support items required for maintenance and repair of the End Item. This includes all repairable Commercial Off The Shelf (COTS) items, unless excluded by the Government. 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. The PPL shall be formatted and delivered in accordance with Attachment 6 (Provisioning) and (Provisioning Parts List (PPL)) CDRL A010.

C.18 PROVISIONING AND PRE-PROCUREMENT SCREENING (PPS) (CDRL A009)

C.18.1 The Contractor shall conduct Pre-Procurement Screening (PPS) for all items to be provisioned using the Federal Logistics

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Information System (FLIS) for standardization or NSN assignment. Provisioning and Other Pre-Procurement Screening Data is used to identify existing NSNs for an item, validate currency of NSNs, and aid in maximum use of known assets. The Provisioning and Pre-Procurement Screening (PPS) shall be formatted and delivered in accordance with (Provisioning and Pre-Procurement Screening (PPS)) CDRL A009. PPS will be made available to Government representatives at each provisioning conference, and will be upgraded along with the Provisioning Parts List (PPL).

C.18.2 Federal Logistics Information System (FLIS). For additional information on requesting software and passwords, refer to the Provisioning Screening User Guide at www.dlis.dla.mil

C.18.3 WEBFLIS. For additional information on WEBFLIS, go www.dlis.dla.mil/webflis.

There are two versions of WEBFLIS: Public Query and Restricted/Sign-on. Anyone with access to the Internet may access the Public Query version. User ids may be obtained by filling out a registration form. The registration forms are found on the DLIS web site. After accessing the Home Page, go into the Forms and Publications section and select the registration form for WEBFLIS. There are two forms available one for Government workers and one for Government sponsored Contractors.

C.18.4 Batch submittals to DLIS. For additional information on how to submit batch requests to DLIS, refer to the Provisioning Screening User Guide at www.dlis.dla.mil

C.19 TECHNICAL PUBLICATIONS (TM) AND ELECTRONIC TECHNICAL MANUALS (ETM) (CDRL A011)

The Contractor shall deliver all data in English. New equipment technical manuals to support the Nozzle Assembly, Closed-Circuit Refueling equipment shall be developed. The technical manuals preparation requirements and the delivery requirements are described below. MIL-STD 40051-2 with Change 3 shall be used.

C.19.1 Technical Publications.

The Contractor shall develop Department of the Army Technical Manuals (DATMs) and Electronic Technical Manuals (ETMs) for the Closed Circuit Refueling (CCR) Nozzles in accordance with (IAW) Publications Requirements, Attachment 3; Technical Manual (TM) Requirements Matrix, Attachment 4; Equipment Publications Defects, Attachment 5, and Contract Data Requirements Lists (CDRLs) A011 (Technical Manual (TM), Operator and Field Maintenance Manual including Repair Parts and Special Tools List (RPSTL)), A015 (Validation Report), and A016 (Equipment Publication Development Status Report). Military-Standard (MIL-STDs) 40051-2 with Change 3 shall be used to develop these manuals.

C.19.1.1 The following manuals shall be developed:

- a. TM 10-XXXX-XXX-13&P Operator and Field Maintenance to include Repair Parts and Special Tools List

C.19.1.1.1 The Operators Manual shall be prepared and delivered IAW MIL-STD-40051-2, CDRL A011 and all attachments.

C.19.1.1.2 The Maintenance Manual shall be prepared and delivered IAW MIL-STD-40051-2, CDRL A011 and all attachments.

C.19.1.2 Technical Manual Deliverables. All publications deliverables shall be delivered as required in the appropriate CDRLs in this contract.

C.19.1.2.1 A Draft Equipment Publication/Preliminary Technical Manual (DEP/PTM) of the TM shall be delivered IAW CDRL A011 in this contract. The validated DEP/PTM must be a complete publication in the same format as the final publication. It must conform to the governing content and format Military Specifications and Standards. The validated DEP/PTM shall include all required content per CDRL A011 and Attachments 3, 4, and 5.

C.19.1.2.2 A Final Draft Equipment Publication (FDEP) of the TM shall be delivered IAW CDRL A011 in this contract. The FDEP shall have all Validation, DEP/PTM review, and Verification corrections, changes, and additions incorporated.

C.19.1.2.3 A Final Reproducible Copy (FRC) of the TM shall be delivered IAW CDRL A011 in this contract.

C.19.1.2.4 The Contractor shall deliver all source material, defined as operating plans, standard procedures, computer programs, and residual material to include computer disks, and other media containing digital files, developed to fulfill the requirements of this contract. The Contractor shall grant the Government unlimited rights to use any and all publications data/products produced under this SOW.

C.19.1.2.5 An Extensible Markup Language (XML)-tagged instance is not a required deliverable for equipment publications developed under this contract. The Contractor may choose to develop the XML-tagged instances for publications developed under this contract if it meets its requirements. No costs for XML tagging shall be accrued to the government.

C.19.1.3 TM Crosswalk.

The Maintenance Allocation Chart (MAC), RPSTL, and Maintenance instructions shall be complete and consistent with the Logistics

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Management Information (LMI) process. The MAC is the framework for development of both the RPSTL and the Maintenance instructions, and all three should be coordinated. All maintenance functions listed in the MAC for a component shall have an associated Maintenance work package(s), at the appropriate level of maintenance, containing tasks supporting the maintenance functions. A listing of spare parts supporting the required maintenance functions shall also be listed in the RPSTL work package. The sequence of the Maintenance work packages and the RPSTL work packages shall follow the Functional Group Code (FGC) or Logistics Support Analysis Control Number (LCN) sequence in the MAC.

C.19.1.4 Quality Assurance (QA).

The Contractor shall be responsible for the quality of the TM deliverables. All delivered TM information shall be complete, technically accurate, and useable by US Army soldiers. To meet this requirement, the Contractor shall develop and use a QA Plan that guarantees:

- (1) Periodic QA reviews of TM content by persons different than those preparing the TM.
- (2) Maintenance of QA records detailing the findings of those reviews.
- (3) Controls to ensure that current, accurate engineering and parts information is available to TM preparers.

Government representatives have the right to review and comment on the Contractors QA Plan, records, and processes throughout the duration of the programs efforts.

C.19.1.5 Equipment Publications Defects List.

The Contractor shall review and utilize the Equipment Publications Defects List, Attachment 5, which the Government uses to guide review of all publication deliverables. Publications deliverables developed under this contract shall not contain any defects listed on the Equipment Publications Defects List.

C.19.1.6 Acceptable Quality Level (AQL).

The Governments goal is to ensure that the Contractor has performed sufficient Quality Assurance to eliminate from the TM all defects as defined in the Equipment Publications Defects List (Attachment 5). The DEP/PTM must meet AQLs before the Government will accept the DEP/PTM and move forward to plan Government Verification. The Government plans to review 100 percent of the DEP/PTM; however, if any DEP/PTM submission fails to meet either AQL criterion Percentage of Critical Errors or Percentage of Major Errorsthe DEP/PTM will immediately be rejected through official notice to the Procuring Contracting Officer (PCO). Critical and Major errors are defined in the Equipment Publications Defects List.

AQLs

<u>TM Size (WPs)</u>	<u>Sample Review Size</u>	<u>% of Critical Errors*</u>	<u>% of Major Errors*</u>	<u>Rejected</u>	
Less than 50	All WPs		10 percent	25 percent	Yes
50 or more	25% of total WPs	10 percent	25 percent		Yes

*Refers to percentage of Sample Review Size that contains that type of error

C.19.1.7 Publications Start-of-Work (SOW) Meeting.

Within 30 days after contract award, a Publications SOW meeting will be held by the Government with the Contractor. This meeting may be a sub-meeting of an overall contract SOW meeting or a stand-alone meeting. The purpose of this meeting is to review publications contract requirements, establish lines of communications, answer all questions, and develop a publications schedule based on the requirements of the program and the contract.

C.19.1.8 Publications In-Process Reviews (IPRs).

The Contractor shall support Government IPRs by providing samples of work accomplished to date, answering questions about publications work processes, providing records of QA reviews, and responding to Government comments regarding publications processes or work samples.

C.19.1.9 Contractor Validation.

The Contractor shall validate the technical accuracy and adequacy of all content in the DEP/PTM prior to its delivery to the Government.

The Contractor shall maintain records of Validation reviews that show when the material was reviewed, how the procedures were performed, what the findings were, and all corrective actions taken. The records shall be signed and certified by two separate Contractor representatives. Validation personnel must include personnel who did not author the procedure. Government representatives have the right to witness entire or selected portions of the Contractors Validation effort.

C.19.1.9.1 Validation Process.

All Operation, Preventive Maintenance Checks and Services (PMCS), Troubleshooting, and Maintenance procedures shall be 100 percent hands-on performance validated to ensure accuracy, compatibility, and completeness. Troubleshooting procedures shall be validated to the extent possible without damage to equipment. All performance validation shall be done using Government-issued tools available to the soldier at the designated level of maintenance. The Contractor shall ensure the TM data accurately reflects and supports the CCR Nozzle configuration only, including any and all changes to the configuration resulting from testing, vendor parts supply, and production-line changes. Other content, such as Controls and Indicators, Front Matter, Rear Matter, Torque Tables, Theory of Operation, Glossary, and

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Index information, shall be validated by review against engineering data, TM data, and/or Government-procured production configuration hardware.

C.19.1.9.2 Validation Plan.

The Contractor is required to have and to use a Validation Plan to validate TM content. The Validation Plan shall specify how TM content will be validated and when and where that content will be validated. The Validation Plan shall describe the Validation method used for each type of TM content. The Validation Plan shall be delivered to the Government for review and approval 30 days prior to the start of Validation. If the Government determines the Validation Plan will not ensure technical accuracy and adequacy of the TM deliverables, the Contractor will be required to change the Validation Plan.

C.19.1.9.3 Validation Report (CDRL A015).

A Validation Report shall be delivered after Validation completion, IAW CDRL A015. The Validation Report shall certify that Validation has been completed, shall list in detail the effort undertaken during Validation (processes, corrections, etc.), and shall show the TM deliverable has had QA applied with use of the Equipment Publications Defects List (Attachment 5). The Validation Report shall include a signature of an individual authorized to represent the Contractor. The Contractors complete Validation Records (see C.19.1.9) shall be made available to the Government upon request.

C.19.1.9.4 Equipment Publications Development Status Report (CDRL A016).

The Contractor shall deliver status reports as required in DI-MGMT-80368, and CDRL A016. This report should describe the level of effort that has been put forth (to date) to achieve acceptable DEP delivery TMs. The report should include information such as number of successfully completed /validated operator and maintenance work packages, any concerns with obtaining data needed for TM development, and schedule of remaining work packages to be developed/validated.

C.19.1.10 Government Verification.

The Government is responsible for Verification of the TM to ensure accuracy and usability by US Army soldiers. Government representatives will review the DEP/PTM to determine that proper QA has been used during preparation, that the DEP/PTM is complete, and that the DEP/PTM is adequate for Verification. Verification may consist of hands-on performance of up to 100 percent of Operators and Maintenance procedures. The Government has the right to choose to verify the TM by desktop review, review on equipment, hands-on performance, or any combination of these methods. The Government intends to verify by performance to the extent required to ensure the Contractor has properly prepared and validated TM content.

C.19.1.10.1 Upon task completion at Verification, the Work Package will be classified as GO, GO WITH CHANGE, or NO GO.

- GO = The task requires no changes.
- GO WITH CHANGE = The task can be performed, but requires some changes that can be clearly identified and described. The extent of changes must be limited (as determined by TACOM Equipment Specialist and Publications Manager).
- NO GO = The task cannot be completed/performed as written. The task will be returned to the Contractor for re-write. The re-written task must be available within 24 hours for re-verification.

C.19.1.10.2 The Contractor shall provide support to the Government Verification process. This support shall consist of facilities; tables; chairs; Contractor personnel to assist with record keeping, equipment preparation and maintenance; mandatory replacement parts supply; consumables (rags, lubricants, sealants, etc.), Government-issued tools; and Contractor-provided special tools.

C.19.1.10.3 The Contractor shall also provide personnel to take notes of all corrections, to answer questions, to review Verification issues, and to advise the Government of changes or recommendations that arise during Verification. The Contractor shall arrange for the services of a photographer to assist in documenting problem areas and changes required to correct errors or omissions in the DEP/PTM procedures being verified.

C.19.1.11 The Contractor shall correct all errors found in the TM, ETM, and electronic data files resulting from Contractor and Government reviews, tests, Validation, and Verification at no additional cost to the Government.

C.19.1.12 Approved Equipment Changes. The Contractor shall incorporate into the TM all Government-approved changes made to the equipment up to delivery and acceptance of the final Publication (FRC) under this contract.

C.19.1.13 Data Rights. The TM content prepared under this contract shall be delivered with unlimited rights to the Government, as defined in the clause DFARS 252.227-7013, Rights in Technical Data Noncommercial Items. If any content includes copyrighted material, the Contractor shall furnish full copyright release for that data.

C.19.1.14 Warranty of Data. The Contractor shall ensure that all technical data delivered under this contract conforms to all specifications and requirements listed in the contract, as stipulated in the clause DFARS 252.246-7001 Warranty of Data.

C.19.3 TECHNICAL PUBLICATION PACKAGING

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Technical Manuals shall be preserved in accordance with MIL-STD-2073, method 31 or 33, and shipped with each Nozzle Assembly, Closed-Circuit Refueling produced after the TM has been authenticated. The Government will print the manuals and provide them to the Contractor for over pack. The Contractor is responsible for over packing one set of the approved manuals with each Nozzle Assembly, Closed-Circuit Refueling. No Nozzle Assembly, Closed-Circuit Refueling shall be shipped without authenticated manuals. Draft manuals will not be acceptable.

C.20 CONFIGURATION MANAGEMENT REQUIREMENTS

C.20.1 Configuration Control. The Contractor shall be responsible for configuration control throughout the period of this contract. For changes prior to First Article Test (FAT) approval, the Contractor may make changes to the configuration without formally notifying the Government. Any changes made prior to FAT approval must meet the requirements of MIL-PRF 52747F (AT). The Contractor shall establish a configuration baseline following testing and acceptance of the First Article Test Report by the Government. The Government reserves the right to review content and verify the accuracy of the Contractor configuration control system at any time during the contract. This baseline will identify and document the functional and physical characteristics of the Nozzle Assembly, Closed-Circuit Refueling approved for production. ANSI/EIA-649-1998, National Consensus Standard for Configuration Management, may be used for guidance.

C.21 PACKAGING DATA DEVELOPMENT (LOGISTICS MANAGEMENT DATA INFORMATION (LMI) CDRL A012 and DATA PRODUCTS AND SPECIAL PACKAGING INSTRUCTION (SPI) CDRL A013)

C.21.1 The Contractor shall develop and provide packaging data for all items identified during the provisioning process with a Source, Maintenance & Recoverability (SMR) code beginning with P excluding PR and PZ. Packaging data development priority shall be given to repairable items, Line Replaceable Units, NMWR/DMWR candidate items, and any large, high cost item classified as a Special Group Item. Packaging shall be developed in accordance with (IAW) MIL-STD-2073-1D and all items shall be classified as a selective group item or special group item. Contractor shall provide facilities, equipment, and materials for packaging development. The Contractor shall complete validation and provide support data with each data submittal. Validation support data shall include item drawings and copies of any applicable Material Safety Data Sheets for Hazardous Material items. Items with assigned Contractor and Government Entity (CAGE) Codes of: 1T416, 21450, 80204, 96906, 10060, 24617, 80205, 99237, 80244, 81343, 81346, 81348, 81349, 81352, 88044, 05047 are excluded from packaging data development.

C.21.1.1 Selective group: Items classified as Selective group shall not have a unit pack weight exceeding 40 pounds and shall not have a dimension greater than 40 inches. In addition, the unit pack length and girth combined will not exceed 84 inches. A Select group item must not require disassembly for packaging. Reconfiguration for packaging of Select items is limited to folding or coiling. Items will not be classified as Select if they are repairable, recoverable, contain hazardous material, or if assigned a shelf life.

C.21.1.2 Special group: Special group items often require sketches, figures, or narrative instructions to describe packaging requirements. Items excluded from the Selective group will be classified as Special group items. This includes kits, sets and items of separate parts, items requiring disassembly, repairable items, items requiring special handling or condemnation procedures, items classified as hazardous material or hazardous goods in transport, items assigned a shelf life, electrostatic discharge sensitive items, fragile, sensitive, and critical items.

C.21.2 Logistic Management Information (LMI) Data Products - Packaging (CDRL A012): The contractor shall make LMI packaging data and provide for the entry of information to the Governments data repository. At the contractors request, the Government may provide a MS ACCESS application that provides data formatting and edit features for coding of packaging LMI data products. The Contractor shall develop, maintain and update packaging data IAW MIL-STD-2073-1D and CDRL A012 including attachments.

C.21.3 Special Packaging Instructions (SPI) (CDRL A013): The Contractor shall develop a SPI for each item classified as a Special group item. Figures and narrative data shall be developed to describe the form, fit, and function of packaging in sufficient detail for production. SPI format shall be IAW MIL-STD-2073-1D and CDRL A013.

C.22 SAFETY ASSESSMENT REPORT (SAR). (CDRL A014)

C.22.1 As a result of system safety analyses, hazard evaluations, and any of the independent testing, the Contractor shall perform and document a safety and health hazard assessment. The safety and health hazard assessment shall identify all safety features of the hardware, software, system design and inherent hazards and shall establish special procedures and/or precautions to be observed by Government test agencies and system users. The Contractor shall prepare a Safety Assessment Report in accordance with DI-SAFT-80102B. In preparing the health hazard portion of the Safety Assessment Report, the Contractor shall provide a description and discussion of each potential or actual health hazard for each subsystem or component. A hazard is an existing or likely condition, inherent to the operation, maintenance, transport, or use of materiel that can cause death, injury, acute or chronic illness, disability, or reduced job performance of personnel by exposure to physiological stresses. The Contractor shall include classification of severity and probability

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of occurrence, and when the hazards may be expected under normal or unusual operating or maintenance conditions. Include in the SAR, copies of Material Safety Data Sheets (MSDS) for all hazardous materials incorporated into the system. The final SAR is subject to Government approval. In the event the system is modified or procedural changes with regards to interfacing with the system are made after the final SAR is submitted, you shall update the SAR to reflect those modifications or changes.

C.22.1.1 Examples of hazards to be included in the report are:

- a. Sharp edges
- b. Electrical issues.
- c. Toxic fumes (exhaust emission hazards) and hazardous materials, to include those formed by the introduction of the system, or by the manufacture, test, maintenance or operation of the system.
- d. Chemical hazards. (e.g., flammables, corrosives, carcinogens or suspected carcinogens, systemic poisons, asphyxiates, including oxygen deficiencies, respiratory irritants, etc.).
- e. Biological hazards. (e.g., bacteria, fungi, etc.).
- f. Ergonomic hazards. (e.g., lifting requirements, task saturation, etc.).
- g. Any Hazardous Material requiring MSDS.

C.22.2 The assessment shall also address:

- a. System, facility and personnel protective equipment design requirements (e.g., ventilation, noise attenuation, radiation barriers, etc.) to allow safe operation and maintenance. When feasible engineering designs are not available to reduce hazards to acceptable levels, alternative protective measures must be specified (e.g., protective clothing, specific operation or maintenance practices to reduce risk to an acceptable level).
- b. Potential non-or less hazardous material substitutions and projected handling and disposal issues. The HHA will discuss the rationale for using a hazardous material and long term effects (such as potential for personnel and environmental exposure, handling and disposal issues/requirements, protection/control measures, and life cycle costs) over a non-or less hazardous material. The effects and costs should be considered over the life of the systems, including the cost of handling and disposal. Identify potential non-or less hazardous alternatives if they exist and provide a justification why an alternative cannot be used.
- c. Hazardous Materials. No asbestos, radioactive materials, mercury, hexavalent chromium (electroplating and coatings processes), cadmium (electroplating), or other highly toxic or carcinogenic materials as defined in 29 CFR 1910.1200 shall be used on the (Equipment) without prior approval from the Government. Class I and Class II Ozone Depleting Substances shall not be used. This applies to both Contractors and Subcontractors.

*** END OF NARRATIVE C0001 ***

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4514 (TACOM)	PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)	DEC/2007

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the requirements in the specification/standard defined below.

(b) The following requirements shall apply:

- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: B
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIFICATION/STANDARD: MIL-STD-2073-1D

(c) The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions below. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO with copies to the ACO. The government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing.

(d) Marking:

(1) In addition to any special markings called out by the specification/standard above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, 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 material will not identify the nature of the material. NOTE: 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. 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 *HYPERLINK "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.

(e) Heat Treatment and Marking of Wood Packaging Materials(MWP): 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: *HYPERLINK "http://www.alsc.org" 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.

(e) Heat Treatment and Marking of Wood Packaging Materials(MWP): 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: *HYPERLINK "http://www.alsc.org" 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.

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 *HYPERLINK "https://www.ippc.int/servlet/BinaryDownloaderServlet/133703_ISPM15_2002_with_Ann.pdf?filename=1152091663986_ISPM15_2002_with_Annex1_2006_E.pdf&refID=133703" ISPM15 and be marked with an ALSC approved dunnage stamp, marked at two foot intervals (in the case of dunnage shorter than 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.

(f) 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) When applicable, packaging and marking for hazardous material shall comply with the requirements herein for the mode of

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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.

(g) SUPPLEMENTAL INSTRUCTIONS:

Packaging data for these nozzles will be developed under this contract.

(End of Clause)

D.1 PRESERVATION AND PACKAGING

D.1.1

The Contractor shall preserve and package all reparable items in accordance with the packaging data generated and submitted by the Contractor and approved by the Government.

D.1.2

Required software, technical data, reports, etc. delivered under this contract shall be preserved and packaged to deter theft and assure safe arrival to the destination without damage to contents.

D.1.3

All Non-manufactured Wood used in packaging shall be heat treated to the core temperature of 56 degrees Celsius for a minimum of 30 minutes. Boxes, pallets, dunnage and any wood used as inner packaging made of Non-manufactured Wood shall be heat treated. The box, pallet and dunnage manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box, pallet and dunnage manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. All Non-manufactured wood products used for shipment to OCONUS locations MUST conform to the International Plant Protection Convention (IPPC) International Phytosanitary Measure15 (ISPM-15).

D.2 MARKING

D.2.1

The CCR Nozzles processed in accordance with Paragraph D.1.1 shall be marked in accordance with MIL-STD-129P (4).

D.2.2

All software, technical data, reports, ect. referenced in Paragraph D.1.2 shall be identified by the prime contract number, name and address of the prime contractor, and where applicable, the name and address of the subcontractor generating the data.

D.2.3

Marking of Wood Packaging Materials: Each box, pallet and dunnage shall be marked to show the conformance to the International Phytosanitary Measure-15 (ISPM-15). The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. .

*** END OF NARRATIVE D0001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4000 (TACOM)	NOTICE REGARDING FIRST ARTICLE TEST SAMPLE	MAR/2000

(a) The approved first article items, as described elsewhere in this contract, consist of a quantity of 0 that will be consumed or destroyed in testing. Any items consumed or destroyed in testing shall not be delivered as part of the contractually required quantity as set forth in the schedule. The cost of any items that are consumed or destroyed shall be included in the overall offer or contract price. A quantity of 2 that successfully passes all specified tests, less the destructive tests, if any, SHALL serve as a manufacturing standard for the remainder of the contract.

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

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

E-4	52.209-4333 (TACOM)	INSPECTION AND ACCEPTANCE (FIRST ARTICLE APPROVAL)	APR/2006
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In addition to inspection requirements specified in applicable drawings and/or specifications, the following provisions shall apply to this contract:

(1) FIRST ARTICLE APPROVAL-CONTRACTOR TESTING: First Article Approval-Contractor Testing shall be performed in accordance with MIL-PRF 52747

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

[End of Clause]

E-5	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	MAY/2005
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(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system under this contract shall be in accordance with the quality system indicated by an X below:

[X] ISO 9001:2008 (tailored: delete paragraph 7.3) or comparable quality system

[] ISO 9001:2008 (untailored) or comparable quality system

[] ISO 9001:2008 (tailored: delete paragraphs -1-) or comparable quality system

If you intend to use a system comparable to ISO 9001:2000, please identify your quality system below. You may use an in-house quality

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system, or one based on a commercial, military, national, or international system.

In addition to identifying your proposed system in the space above, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

E-6 52.209-4012 NOTICE REGARDING FIRST ARTICLE APR/2000
(TACOM)

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

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

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

[End of Clause]

E-7 52.211-4029 INTERCHANGEABILITY OF COMPONENTS MAY/1994
(TACOM)

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

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

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

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

[End of clause]

E-8 52.246-4028 INSPECTION AND ACCEPTANCE POINTS: ORIGIN NOV/2005
(TACOM)

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

INSPECTION POINT: _____
(Name) (CAGE)

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

ACCEPTANCE POINT: _____
(Name) (CAGE)

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

[End of Clause]

E-9 52.246-4048 DRAWINGS FOR INSPECTION
(TACOM)

AUG/2007

When requested, the Contractor shall make available to the Government Inspector, the drawings and specifications to which the product was manufactured. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

(End of Clause)

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-6	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2011) -- ALTERNATE I (DEC 2011)	DEC/2011
F-7	252.211-7006	PASSIVE RADIO FREQUENCY IDENTIFICATION	SEP/2011

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

"Advance shipment notice" means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

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

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

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

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

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

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

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

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

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

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

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

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(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

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

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

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

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

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

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

(G) Class IX--Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

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

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

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

Contract line, subline, or exhibit line item number	Location name	City	State	DoDAAC
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N/A

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

(i) Shipments of bulk commodities.

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

(c) The Contractor shall--

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

(2) Use passive tags that are readable; and

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

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

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

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

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

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

(End of clause)

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

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

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

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

(i) If FAT is required, start deliveries 90 days after Government Acceptance of TM for First Delivery Order or 180 after subsequent delivery order(s) and/or

(ii) If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first delivery order, start deliveries 90 days after Government Acceptance of TM for First Delivery Order or 180 after subsequent delivery order(s)

(iii) You will deliver 100 units every thirty days.

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

(d) Accelerated delivery schedule IS acceptable.

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

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

(i) If FAT is required, deliveries will start ___ days after the delivery order date; and/or

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

[End of clause]

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

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

50% DDSP New Cumberland Facility (AN5)

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50% XU Def Dist Depot San Joaquin (AQ5)

(End of Clause)

F-10 52.247-4009 DELIVERY OF SUPPLIES FROM FOREIGN FIRMS TO U.S. PORT OF ENTRY AUG/2003
(TACOM)

This clause applies only to foreign firms when shipments are required to destinations within the Continental United States (CONUS).

(1) The F.O.B. point for this acquisition is DESTINATION. You must arrange and pay for (i) transportation to the U.S. port of entry, (ii) port handling, (iii) customs clearance, and (iv) all transportation from the port of entry to the consignee(s) listed in this solicitation.

(2) Acceptance will be at destination if the awardee is an OCONUS (Outside Continental United States) foreign firm.

(3) Identification of shipment. The Contractor must insure that all shipments be clearly marked in accordance with MIL-STD-129 and other marking requirements specified in the Schedule. The Duty-Free Entry clauses in this contract contain instructions on the documentation required to accompany the shipment for duty-free entry.

(4) Notification of Shipment. The Contractor shall send electronic notification to the Procuring Contracting Officer (PCO) when shipment is made, which includes the following information:

(i) Mode of transportation, carrier, bill of lading number, customs broker (if any), and estimated time of arrival of materiel at OCONUS port authority

(ii) Mode of transportation, carrier, bill of lading number, and estimated dates for pick-up from CONUS port authority and delivery to final destination.

(5) You assume all responsibility for risk of loss or damage to the supplies until received at the destination. See the clause entitled RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16).

[End of Clause]

F-11 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009
(TACOM) ADDRESSES

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

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

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/	W31G1Z	Transportation Officer	Transportation Officer	Transportation Officer

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471996		Anniston Army Depot, Bynum, AL	Anniston Army Depot, Bynum, AL	Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000

NOTE: Drivers must schedule an appointment for delivery at least 24 hours in advance. Deliveries will be scheduled for Monday-Friday, 0700-1300. E-mail or fax the PCO at CML (903)334-2208 or CML (903)334-2881. POC's are available Monday-Saturday, 0700-1730 with the exception of government holidays. For directions, please call CML (903)334-3060. Trucks enter through the commercial carrier route entrance and report to building 23 Truck Control 30 minutes prior to their scheduled appointment. Carriers that arrive at Truck Control without appointments will be placed at the end of the day's schedule unless there is an earlier opening and will be worked/unloaded as soon as possible.

POCs: ddrt-appt@dla.mil, Randy Cox, CML (903)334-2945, Randy.Cox@dla.mil; Angela Carr, CML (903)334-4950 Angela.Carr@dla.mil; Jane Haley, CML (903)334-4671 Jane.Haley@dla.mil; Darlene Phelps, CML (903)334-3818 Darlene.Phelps@dla.mil.

764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003
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***SPLC indicates Standard Point Locator Code.

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

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

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

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

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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G-1	252.204-0005 LINE ITEM SPECIFIC: BY CANCELLATION DATE (DFARS PGI)	SEP/2009
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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)

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
H-2	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004

(a) All contract awards, modifications and delivery orders issued by DLA Land Warren 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 [*HYPERLINK "http://farsite.hill.af.mil/"](http://farsite.hill.af.mil/)<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) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: [*HYPERLINK "http://www.ccr.gov/"](http://www.ccr.gov/)<http://www.ccr.gov/>. (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 TACOM webpage:

Warren: [*HYPERLINK](#)

["http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm"](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm

Rock Island: [*HYPERLINK "https://aais.ria.army.mil/AAIS/AWDINFO/index.htm"](https://aais.ria.army.mil/AAIS/AWDINFO/index.htm)<https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>

Picatinny: [*HYPERLINK "http://procnet.pica.army.mil/dbi/DynCBD/award.cfm"](http://procnet.pica.army.mil/dbi/DynCBD/award.cfm)<http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>

Red River Army Depot: [*HYPERLINK](#)

["http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm"](http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm)<http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm>

Anniston Army Depot: [*HYPERLINK "http://www.anadprocnet.army.mil/"](http://www.anadprocnet.army.mil/)<http://www.anadprocnet.army.mil/>

(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 CCR 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 [*HYPERLINK](#)
["http://www.acq.osd.mil/dpap/ebiz/VANs.htm"](http://www.acq.osd.mil/dpap/ebiz/VANs.htm)<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:
[*HYPERLINK "http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm"](http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm)<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

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

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-13	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-14	52.210-1	MARKET RESEARCH	APR/2011
I-15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-17	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-19	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-20	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-21	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-23	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2011
I-24	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-25	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-26	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
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	JUL/2012
I-36	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-37	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-38	52.225-13	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	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-42	52.232-1	PAYMENTS	APR/1984
I-43	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-44	52.232-11	EXTRAS	APR/1984
I-45	52.232-17	INTEREST	OCT/2010
I-46	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-47	52.232-25	PROMPT PAYMENT	OCT/2008
I-48	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-49	52.233-1	DISPUTES	JUL/2002
I-50	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-51	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-52	52.242-13	BANKRUPTCY	JUL/1995
I-53	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-54	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-55	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2010
I-56	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-57	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-58	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006

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I-59	52.248-1	VALUE ENGINEERING	OCT/2010
I-60	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-61	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-62	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-63	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-64	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-65	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-66	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-67	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-68	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-69	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-70	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-71	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-72	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-73	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	AUG/2012
I-74	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	MAY/2011
I-75	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	JUN/2012
I-76	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-77	252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	SEP/2006
I-78	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2012
I-79	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2012
I-80	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-81	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-82	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-83	252.225-7021	TRADE AGREEMENTS	JUN/2012
I-84	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-85	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-86	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-87	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2012
I-88	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2012
I-89	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-90	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-91	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-92	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-93	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-94	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	JUN/2012
I-95	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-96	252.246-7001	WARRANTY OF DATA	DEC/1991
I-97	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JAN/2007
I-98	252.247-7003	PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER	SEP/2010
I-99	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-100	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989

(a) The Contractor shall test 2 unit(s) of Lot/Item 0001AA as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 240 calendar days from the date of this contract to the PCO marked First Article Test Report: Contract No. _____, Lot/Item No. _____. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

(1) progress payments, or

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

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

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

(End of Clause)

I-101

52.216-19

ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 133, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 535;

(2) Any order for a combination of items in excess of 535; or

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

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

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

(End of Clause)

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I-102 52.216-22 INDEFINITE QUANTITY OCT/1995

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

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

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

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

(End of Clause)

I-103 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) SEP/2011

(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 fraud hotline posters prepared by the DoD Office of the Inspector General. DoD fraud hotline posters may be obtained from the DoD Inspector General, Attn: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

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

N/A

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

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

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

(2) Is performed entirely outside the United States.

(End of clause)

I-104 252.216-7006 ORDERING MAY/2011

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

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

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

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the

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order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

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

(End of Clause)

I-105 52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (DEVIATION 2012-00015) AUG/2012
(DEV 2012-
00015)

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

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code means--

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the SAM database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;

(2) The Contractor's CAGE code is in the SAM database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes--

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)(1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number--

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and

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Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to--

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866 -606-8220, or 334-206-7828 for international calls.

(End of Clause)

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I-106 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS JAN/2011

(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

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(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

I-107

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

APR/2012

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

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

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

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

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

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

(3) For long-term contracts

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

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

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

*HYPERLINK "http://www.sba.gov/content/table-small-business-size-standards" <http://www.sba.gov/content/table-small-business-size-standards>

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

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

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validated or updated, and provide the date of the validation or update.

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

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

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

(End of clause)

I-108 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

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

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

Material	Identification No.
(If none, insert None)	

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

I-109 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

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

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

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

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

Warning

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

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

(End of Clause)

I-110 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-111 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-112 252.211-7005 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

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solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcm.mil/20/guidebook_process.htm (paragraph 4.2).

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

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

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

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

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

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

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

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

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

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

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

(End of clause)

I-113 252.223-7001 HAZARD WARNING LABELS

DEC/1991

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard

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[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	MIL-PRF-52747F(AT)	26-FEB-1996	025	ELECTRONIC IMAGE
Exhibit B	A001 REPORT, RECORD OF MEETING MINUTES	13-JUL-2012	001	
Exhibit C	A002 MAINTENANCE ANALYSIS (MA)	13-JUL-2012	002	
Exhibit D	A003 MAINTENANCE ALLOCATION CHART (MAC)	13-JUL-2012	002	
Exhibit E	A004 LONG LEAD TIME ITEMS (LLTI)	13-JUL-2012	002	
Exhibit F	A005 BASIC ISSUE ITEMS (BII)	13-JUL-2012	002	
Exhibit G	A006 EXPENDABLE/DURABLE ITEMS LIST (EDIL)	13-JUL-2012	002	
Exhibit H	A007 COMPONENTS OF END ITEMS (COEI) LIST	13-JUL-2012	002	
Exhibit J	A008 SUPPORT TOOLS & TEST EQUIPMENT (STTE) LIST	13-JUL-2012	002	
Exhibit K	A009 PROVISIONING AND PRE-PROCUREMENT SCREENING	13-JUL-2012	002	
Exhibit L	A010 PROVISIONING PARTS LIST (PPL) AND ENGINEERING DATA FOR PROVISIONING (EDFP)	13-JUL-2012	002	
Exhibit M	A011 TECHNICAL MANUAL (TM), OPERATOR AND FIELD MAINTENANCE MANUAL INCLUDING REPAIR PARTS AND SPECIAL TOOLS LIST (RPSTL)	15-MAR-2012	002	
Exhibit N	A012 PACKAGING DATA	13-JUL-2012	002	
Exhibit P	A013 SPECIAL PACKAGING INSTRUCTIONS (SPI)	13-JUL-2012	002	
Exhibit Q	A014 SAFETY ASSESSMENT REPORT	13-JUL-2012	002	
Exhibit R	A015 VALIDATION REPORT	15-MAR-2012	002	
Exhibit S	A016 EQUIPMENT PUBLICATION DEVELOPMENT STATUS REPORT	21-AUG-2012	002	
Attachment 0001	ATTACHMENT 1 & 1A - LMI PACKAGING DATA	04-FEB-2011	006	ELECTRONIC IMAGE
Attachment 0002	ARMYS TWO LEVEL MAINTENANCE MAC HEADER	04-FEB-2011	001	ELECTRONIC IMAGE
Attachment 0003	GENERAL PUBLICATIONS REQUIREMENTS	01-OCT-2012	005	ELECTRONIC IMAGE
Attachment 0004	TM REQUIREMENTS MATRIX FOR SMALL PUMPS	04-FEB-2011	009	ELECTRONIC IMAGE
Attachment 0005	EQUIPMENT PUBLICATIONS DEFECTS LIST	04-FEB-2011	003	ELECTRONIC IMAGE
Attachment 0006	PROVISIONING	04-FEB-2011	006	ELECTRONIC IMAGE
Attachment 0007	MAINTENANCE ANALYSIS	04-FEB-2011	001	ELECTRONIC IMAGE

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2007
K-2	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	SEP/2010
K-3	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-4	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	SEP/2010
K-5	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-6	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-7	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-8	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-9	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-10	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATION (APR 2011) -- ALTERNATE I (APR 2011)	APR/2011

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332912.

(2) The small business size standard is 500.

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

(b) Representations.

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

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

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

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

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

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

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

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

(i) It ___ is,

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

(ii) It ___ is,

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

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

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

___ is,

___ is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that is

___ is,

___ is not a service-disabled veteran-owned small business concern.

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

(i) It ___ is,

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

(ii) It ___ is,

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

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

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

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

___ Individual/concern, other than one of the preceding.

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

Name of Offeror or Contractor:

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

"Service-disabled veteran-owned small business concern"

(1) Means a small business concern

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

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

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

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of Provision)

K-11

52.215-4005
(TACOM)

MINIMUM ACCEPTANCE PERIOD

OCT/1985

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

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(b) The Government requires a minimum acceptance period of 120 calendar days.

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

The offeror allows the following acceptance period: _____ calendar days.

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

(End of Provision)

K-12 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APR/1985

(a) The offeror certifies that --

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

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

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

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

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

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

(2)

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

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

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

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

(End of Provision)

K-13 52.204-3 TAXPAYER IDENTIFICATION

OCT/1998

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

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Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

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

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of a Federal Government;

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt):

___ Corporate entity (tax-exempt):

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____.

(f) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or

Name of Offeror or Contractor:

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-15 52.207-4 ECONOMIC PURCHASE QUANTITY-SUPPLIES AUG/1987

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

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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

(End of Provision)

K-16 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS APR/2010

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

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

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

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

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

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

Name of Offeror or Contractor:

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

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

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

(2) Examples.

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

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liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

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

(End of provision)

K-18 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends,

[] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

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

Place of Performance(Street Address, City, State, County,	Name and Address of Owner and Operator of the Plant or
--	---

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Name of Offeror or Contractor:

Zip Code)

Facility if Other Than Offeror or Respondent

(End of Provision)

K-19 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that --

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

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

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

(End of Provision)

K-20 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that

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

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

(End of Provision)

K-21 52.225-18 PLACE OF MANUFACTURE SEP/2006

(a) Definitions. As used in this clause

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

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

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(10) FSC 9630, Additive Metal Materials.

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

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

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

[] (2) Outside the United States.

(End of provision)

K-22	252.209-7999 (DEV 2012- 00004)	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004)	JAN/2012
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(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-23	252.225-7010	COMMERCIAL DERIVATIVE MILITARY ARTICLE--SPECIALTY METALS COMPLIANCE CERTIFICATE	JUL/2009
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(a) Definitions. Commercial derivative military article, commercially available off-the-shelf item, produce, required form, and specialty metal, as used in this provision, have the meanings given in the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009). The offeror's designation of an item as a "commercial derivative military article" will be subject to Government review and approval.

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

(End of Provision)

L-7	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

L-8	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Director, Procurement Operations, DLA Land - Warren, ATTN: ZG, Mail Stop 729, 6501 E. Eleven Mile Road, Warren, MI 48397-5000.

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

(End of Provision)

L-9	52.209-4005 ALT I	CONTRACT PRICE REDUCTION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL (SEPARATELY-PRICED LINE ITEM)	FEB/1998
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(a) All offerors are required to insert an amount for CLIN 0016 which represents the full price for First Article testing.

(b) In addition, those offerors intending to request a waiver of the First Article Approval requirement must comply with the requirements of the provision entitled PROVISION FOR WAIVER OF FIRST ARTICLE APPROVAL. (See elsewhere in this Section L.) If the successful offeror requests and is granted a waiver, the dollar amount entered for CLIN 0016 will be deducted from the total bid or proposal amount. The remaining dollar amount will constitute the price at which award will be made.

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

GSA Federal Supply Service

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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 52.252-1 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-13 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

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

(End of clause)

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L-14 52.209-4007 PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL MAY/2006
(TACOM)

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

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

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

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

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

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

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

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

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

(6) Supporting documentation.

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

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

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

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

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

[End of Provision]

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:

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

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

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

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

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

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

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

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

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

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

[End of Provision]

L-16	52.211-4052 (TACOM)	SOURCE NOTES ON DRAWINGS: CONFORMANCE TO MILITARY TECHNICAL DATA REQUIREMENTS	NOV/1982
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Notwithstanding the fact that ordnance drawings furnished with this solicitation may list particular manufacturer part numbers as approved sources, or as being the same as, or equivalent to, the ordnance part described on the drawing, the item to be supplied under this solicitation must conform to all specific technical requirements expressed on such drawing(s). To the extent that there may be any inconsistency between a manufacturer's part number and specific technical requirements expressed on an ordnance drawing which references the manufacturer's part number, the specific technical requirements shall control and take precedence. Offerors shall bear the responsibility of verifying that the approved part as supplied will conform with all such specific technical requirements.

[End of Provision]

L-17	52.215-4003 (TACOM)	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)	NOV/2008
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(a) Unless specifically authorized elsewhere in this solicitation, paper offers will not be accepted. The term "handcarried offers" generally refers to offers contained on electronic media, which we recognize may be delivered "by hand." Handcarried offers must be delivered to Building 255.

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

DLA Warren
c/o US Army TACOM-LCMC
Contracting Center
Offer Receipt Office, Building 231, Room 1300, AMSCC-TAC-HMG
6501 East 11 Mile Road
Warren, MI. 48397-0001

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

Name of Offeror or Contractor:

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.

L-18 52.215-4004 COST OR PRICING DATA NOV/2007

(a) Every proposal must include cost or pricing data for (i) prime contracts expected to exceed \$650,000 and (ii) each prospective noncompetitive or noncommercial-item subcontract that:

- (1) Has an estimated value of \$10 million or more, or
- (2) Has an estimated value of more than \$650,000 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-19 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

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

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system

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

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MOD/AMD

Name of Offeror or Contractor:

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

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

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

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

L-23 52.246-4001 OFFEROR'S QUALITY ASSURANCE SYSTEM MAY/2005
(TACOM)

(a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.

(b) To allow DLA Warren to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. If you do not intend to use ISO 9001:2000 as required elsewhere in this contract, Clause 52.246-4025 (Higher-Level Contract Quality Requirement-Quality System Requirement)of this solicitation asks you to identify what quality assurance system you will use if awarded a contract.

(1) If the Government is requiring ISO 9001:2000 (tailored: delete paragraph 7.3) where you will be required to supply conforming product to an established design, and your quality system conforms to ISO 9002, MIL-I-45208 or another comparable specification or standard, this is sufficient description: you need not further describe your quality system in response to this solicitation. Identify in Clause 52.246-4025 (Higher-Level Contract Quality Requirement-Quality System Requirement)of your offer, which standard you intend to use.

(2) If the Government is requiring ISO 9001:2000 (untailored) where your capability to design and supply conforming product needs to be demonstrated, and your quality system conforms to ISO 9001, MIL-Q-9858, or another comparable specification or standard, this is sufficient description: you do not need to further describe your quality system in your response to this solicitation.

Note: If the Government is requiring ISO 9001:2000 (untailored), quality systems conforming to ISO 9002 or MIL-I-45208 or comparable quality systems are not acceptable for this contract.

(3) If your quality system does not conform to any of the standards listed immediately above, then in addition to identifying in Clause 52.246-4025 (Higher-Level Contract Quality Requirement- Quality System Requirement), the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house.

(4) If you provide a description of your quality system, make sure that your description covers how your system:

Name of Offeror or Contractor:

- (i) Achieves defect prevention, and
- (ii) Provides process control, and
- (iii) Ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

(c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

[End of Provision]

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES--EVALUATION OF OFFERS	APR/2003
M-2	52.209-4006 (TACOM)	EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT	JUL/2000

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

(b) DELIVERY EVALUATION FACTORS:

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

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

(c) PRICE EVALUATION FACTORS: As specified in this solicitation, the Government reserves the right to waive the requirement in Section I entitled FIRST ARTICLE APPROVAL, and requests the price of the proposed First Article Test (at Section B, Item 0016) from offerors who elect to seek such a waiver. In the event that the offeror requests and receives a waiver of First Article Test requirements, the price for such testing, as identified by the offeror in Section B, Item 0016, shall be deducted from the total price otherwise cited for the material herein solicited. The offer will then be evaluated for award at the resulting alternate price.

(1) If the offeror requests a waiver of First Article Test requirements, but fails to separately identify the cost of First Article Testing in Section B, Item 0016 of this solicitation, the Government reserves the right to evaluate the offer based upon the price for 0011, and to require that offeror perform on the contract at such price whether or not the First Article Requirement is waived, at no additional cost to the Government.

(2) If the offeror requests but is not granted a waiver of First Article Testing, evaluation for award will be based upon the full amount entered for 0011: the amount entered for item 0016 will not be deducted by the Government.

[End of Provision]

M-3	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001
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(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.

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MOD/AMD

Name of Offeror or Contractor:

[End of Provision]

M-4

52.216-4006
(TACOM)

METHOD OF PRICE EVALUATION

NOV/2007

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

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

[End of Provision]

The Contractor shall maintain the MA for the life of the contract.

The Contractor shall submit the final approved MA, to include all changes, deletes or new maintenance procedures as a result of Government reviews 21 days prior to the completion of the contract. The submittal shall be in spreadsheet format compatible with WINDOWS 2000 and XP.

Government receipt of documentation does not constitute acceptance.

AMSTA-LCC-JA will provide notice of acceptance for the documentation through the PCO to the Contractor within the established time frame and guidelines called out in the scope of work and applicable CDRLs.

All submittals shall be compatible with Microsoft WINDOWS

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Kim Sullivan
Inventory Management Specialist
AMSTA-LCC-JA

I. APPROVED BY: Richard Justice
Chief, Petroleum Team
AMSTA-LCC-JAP

H. DATE: 13 July 2012

J. DATE: 13 July 2012

DD FORM 1423-E, MAY 99

The Contractor will provide a plan of strategy at the start of work meeting.

The preliminary MAC shall be submitted at the Provisioning Conference. The MAC shall define the functional group numbers for all assemblies and sub-assemblies for field level of maintenance (Attachment 2 and 7). The Contractor shall have the MAC available at follow-on Provisioning or MPP Conferences. The MAC shall be updated following the completion of all provisioning and MPP conferences to reflect the currency of the MAC. The scope of work paragraph C.9 description defines source requirements for MAC development of functional groups, repair task and repair time interval defined in accordance with GEIA-STD-0007 and Attachment 1 (LMI Packaging Data Products) and Attachment 4 (TM Requirements Matrix)

The Contractor will incorporate Provisioning Conference comments and submit a draft MAC to the Government not later than 21 days prior to the Governments Verification. The Government will provide comments at its verification.

The Contractor will incorporate all verification comments and submit concurrently with the PTM (Preliminary Technical Manual) copy of the manual.

Government receipt of documentation does not constitute acceptance.

AMSTA-LCC-JA will provide notice of acceptance for the documentation through the PCO to the Contractor within the established time frame and guidelines called out in the scope of work and applicable CDRLs.

All submittals shall be compatible with Microsoft WINDOWS

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY:	Kim Sullivan Inventory Management Specialist AMSTA-LCC-JA	I. APPROVED BY:	Richard Justics Chief, Petroleum Team AMSTA-LCC-JAP
H. DATE:	13 July 2012	J. DATE:	13 July 2012

DD FORM 1423-E, MAY 99

Preliminary LLTI in accordance with the requirements specified on the LMI worksheet Attachment 1 (LMI Packaging Data Products) and scope of work paragraph C.12.

The Government will provide comments to the Contractor within 21 days after receipt. The Contractor shall have the LLTI available at follow-on, Maintenance, Provisioning and Publications (MPP) Review, Provisioning Conference and/or Contractor Validation, for the Governments review and comments.

The LLTI will be accompanied by the EDFP (Engineering Data for Provisioning) with PLISN (Provisioning Line item Sequence Number).

The Contractor shall incorporate comments and provide a draft LLTI not later than 21 days prior to the Governments Verification. The Government will provide comments at its verification. The Contractor will incorporate verification comments and submit a final LLTO concurrently with the FDEP copy of the manual.

All submittals shall be compatible with Microsoft WINDOWS.

Government receipt of documentation does not constitute acceptance.

AMSTA-LCC-JA will provide notice of acceptance for the documentation through the PCO to the Contractor within the established time frame and guidelines called out in the scope of work and applicable CDRLs.

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Kim Sullivan
Inventory Management Specialist
AMSTA-LCC-JA

I. APPROVED BY: Richard Justice
Chief, Petroleum Team
AMSTA-LCC-JAP

H. DATE: 13 July 2012

J. DATE: 13 July 2012

DD FORM 1423-E, MAY 99

The Preliminary BII shall be submitted at the Provisioning Conference. The Government shall review the Preliminary BII list for the requirements specified in the scope of work paragraph C.13 and Attachment 6. The Government will provide comments at the Provisioning Conference

The Contractor will incorporate Provisioning Conference comments and changes to a draft BII and submit to the Government not later than 21 days prior to the Governments Verification. The Government will provide comments at its verification.

The Contractor will incorporate all verification comments and submit concurrently with the FDEP copy of the manual.

Government receipt of documentation does not constitute acceptance.

AMSTA-LCC-JA will provide notice of acceptance for the documentation through the PCO to the Contractor within the established time frame and guidelines called out in the scope of work and applicable CDRLs.

All submittals shall be compatible with Microsoft WINDOWS.

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Kim Sullivan
Inventory Management Specialist
AMSTA-LCC-JA

I. APPROVED BY: Richard Justice
Chief, Petroleum Team
AMSTA-LCC-JAP

H. DATE: 13 July 2012

J. DATE: 13 July 2012

DD FORM 1423-E, MAY 99

The Preliminary EDIL shall be submitted at the Provisioning Conference. The Government shall review the Preliminary EDIL for the requirements specified in the scope of work paragraph C.14 and Attachment 6. The Government will provide comments at the Provisioning Conference.

The Contractor shall have the EDIL available at follow-on Provisioning or MPP Conferences.

The Contractor will incorporate Provisioning Conference comments and submit a draft EDIL to the Government not later than 21 days prior to the Governments Verification. The Government will provide comments at its verification.

The Contractor will incorporate all verification comments and submit concurrently with the FDEP copy of the manual.

Government receipt of documentation does not constitute acceptance.

AMSTA-LCC-JA will provide notice of acceptance for the documentation through the PCO to the Contractor within the established time frame and guidelines called out in the scope of work and applicable CDRLs.

All submittals shall be compatible with Microsoft WINDOWS.

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY:	Kim Sullivan Inventory Management Specialist AMSTA-LCC-JA	I. APPROVED BY:	Richard Justice Chief, Petroleum Team AMSTA-LCC-JAP
H. DATE:	12 July 2012	J. DATE:	13 July 2012

DD FORM 1423-E, MAY 99

the requirements specified in the scope of work paragraph C.15 and Attachment 6. The Government will provide comments at the Provisioning Conference.

The Contractor shall have the COEI list available at follow-on Provisioning or MPP Conferences.

The Contractor will incorporate Provisioning Conference comments and submit a draft COEI list to the Government not later than 21 days prior to the Governments Verification. The Government will provide comments at its verification.

The Contractor will incorporate all verification comments and submit concurrently with the FDEP copy of the manual.

Government receipt of documentation does not constitute acceptance.

AMSTA-LCC-JA will provide notice of acceptance for the documentation through the PCO to the Contractor within the established time frame and guidelines called out in the scope of work and applicable CDRLs.

All submittals shall be compatible with Microsoft WINDOWS.

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY:	Kim Sullivan Inventory Management Specialist AMSTA-LCC-JA	I. APPROVED BY:	Richard Justice Chief, Petroleum Team AMSTA-LCC-JAP
H. DATE:	13 July 2012	J. DATE:	13 July 2012

DD FORM 1423-E, MAY 99

The Contractor will incorporate comments and submit a draft STTE list to the Government not later than 21 days prior to the Governments Verification. The Government will provide comments at its verification.

The Contractor will incorporate all verification comments and submit concurrently with the FDEP copy of the manual.

Government receipt of documentation does not constitute acceptance.

AMSTA-LCC-JA will provide notice of acceptance for the documentation through the PCO to the Contractor within the established time frame and guidelines called out in the scope of work and applicable CDRLs.

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Kim Sullivan
Inventory Management Specialist
AMSTA-LCC-JA

I. APPROVED BY: Richard Justice
Chief, Petroleum Team
AMSTA-LCC-JAP

H. DATE: 13 July 2012

J. DATE: 13 July 2012

Provisioning List Item Sequence Number (PLISN).

Final Screening results shall be concurrent with final PPL submission. Content and format for the Provisioning and other Pre-Procurement screening data shall depict National Stock Number (NSN) hit/no hit for all items listed in the PPL.

The Contractor shall have the screening results available at follow-on, Maintenance, Provisioning and Publications (MPP) Review, Provisioning Conference, Contractor Validation, and/or Government Verification.

The Contractor shall incorporate Part Numbers and NSNs into the PPL.

The Contractor will incorporate all verification comments and submit concurrently with the FDEP copy of the manual.

Government receipt of documentation does not constitute acceptance.

AMSTA-LCC-JA will provide notice of acceptance for the documentation through the PCO to the Contractor within the established time frame and guidelines called out in the scope of work and applicable CDRLs.

All submittals shall be compatible with Microsoft WINDOWS.

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Kim Sullivan

Inventory Management Specialist

AMSTA-LCC-JA

H. DATE: 13 July 2012

I. APPROVED BY: Richard Justice

Chief, Petroleum Team

AMSTA-LCC-JAP

J. DATE: 13 July 2012

DD FORM 1423-E, MAY 99

Each PPL submittal must be accompanied with supporting Engineering Data for Provisioning (EDFP) that matches. The EDFP will be organized by Provisioning Line item Sequence Number (PLISN) and Part Number P/N. The EDFP will be annotated with PLSIN, P/N, Commercial and Government entity code (CAGE), Provisioning Contract Control Number (PCCN) and Provisioning Control Code (PCC).

Missing PPL data in any submittal will render the PPL incomplete and non-acceptable, such submittals will remain in a non-acceptable status until approved PPL and complete EDFP supporting documentation is provided.

PPL will be developed in top down, breakdown, disassembly sequence that matches the defined maintenance level and functional groups of the MAC. The EDFP will also be presented in the same sequence as the PPL with PLISNs for piece parts/assemblies and P/N annotated on the EDFP. All configuration changes will be incorporated at the end of the procurement effort in the final PPL and accompanied by EDFP

The preliminary PPL shall be delivered at the Provisioning Conference. The PPL shall be prepared according to AMC-P-700-25, the scope of work paragraph C.18 and Attachment 6 of this contract. The Government shall review the preliminary PPL for the requirements specified in the scope of work paragraph C.18 and attachment 6. The Government will provide comments at the provisioning conference.

An electronic submittal incorporating comments, corrections from the provisioning conferences is due 21 days after the conference and any follow on conferences in which changes or corrections are required.

The Contractor shall have the PPL available at follow-on Provisioning Conferences.

The draft PPL shall be delivered at the Government Verification.

All corrections and changes that reflect final configuration must be included in the final PPL Commercial Item (CI), Commercial off the Shelf (COTS) items will be identified in the PPL to the level of parts identification required for MAC maintenance levels. Supporting COTS PTD must accompany all PPL submission in a top-down break down, disassembly sequence that interfaces with the PPL sequence

The Contractor will incorporate all verification comments into the final PPL and submit the final PPL and EDFP concurrently with the FDEP copy of the manual.

Government receipt of documentation does not constitute acceptance.

AMSTA-LCC-JAP will provide notice of acceptance for the documentation through the PCO to the Contractor within the established time frame and guidelines called out in the scope of work and applicable CDRLs.

All submittals shall be compatible with Microsoft WINDOWS.

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY:	Kim Sullivan	I. APPROVED BY:	Richard Justice
	Inventory Management Specialist		Chief, Petroleum Team
	AMSTA-LCC-JA		AMSTA-LCC-JAP
H. DATE:	13 July 2012	J. DATE:	13 July 2012

The final delivery shall include the following:

- One (1) completed ETM in searchable PDF (Portable Document Format)
- One (1) Electronic Assembly/Running Sheet
- Digital Illustration Files
- Two (2) double-sided, punched, printed paper TMs
- Two (2) CD-ROMs containing PDF Files
- One (1) CD-ROM containing SGML Tagged Data, Word Processing and Illustration Files
- One (1) complete set of all text and graphic files for the manual in a native format that is compatible with Microsoft Word for Windows

Government receipt of documentation does not constitute acceptance.

AMSTA-LCC-JAP will provide notice of acceptance for the documentation through the PCO to the Contractor within the established time frame and guidelines called out in the scope of work and applicable CDRLs.

All submittals shall be compatible with Microsoft WINDOWS.

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Cindy Harms
Publications Manager
AMSTA-LCC-JL

I. APPROVED BY: Stephen Sink
Chief, Publications Team
AMSTA-LCC-JL

H. DATE: 3/15/2012

J. DATE: 3/15/2012

The following data element positions as defined in Attachment 1A will be left blank:
17, 27-28, 38, 114, 158, 209, 215-336

First submittal shall be due 30 days after the Provisioning Conference.

Subsequent submittal shall be due by the 25th of each month when data is complete (no data, no submittal). Final data shall be submitted no later than 60 days prior to first unit equipped.

The Government will review and provide comments within 20 days of receipt. The Contractor shall respond within 20 days after receipt of Government comments.

LMI Data Products for all Special Group Items shall be submitted with the Special Packaging Instruction.

For Engineering changes and logistics changes, submit within 60 days prior to first unit equipped

Government receipt of documentation does not constitute acceptance.

AMSTA-LCC-JAP will provide notice of acceptance for the documentation through the PCO to the Contractor within the established time frame and guidelines called out in the scope of work and applicable CDRLs.

All submittals shall be compatible with Microsoft WINDOWS.

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Steven Rule
Packaging Specialist
AMSTA-LCL-MSP

I. APPROVED BY: Richard Justice
Chief, Petroleum Team
AMSTA-LCC-JAP

H. DATE: 28 June 2012

J. DATE: 13 July 2012

DD FORM 1423-E, MAY 99

For Engineering changes and logistics changes, submit within 60 days prior to first unit equipped

Government receipt of documentation does not constitute acceptance.

AMSTA-LCC-JAP will provide notice of acceptance for the documentation through the PCO to the Contractor within the established time frame and guidelines called out in the scope of work and applicable CDRLs.

All submittals shall be compatible with Microsoft Word for WINDOWS.

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:	18. ESTIMATED TOTAL PRICE:
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G. PREPARED BY: Steven Rule Packaging Specialist AMSTA-LCL-MSP	I. APPROVED BY: Richard Justice Chief, Petroleum Team AMSTA-LCC-JAP
H. DATE: 23 March 2012	J. DATE: 13 July 2012

DD FORM 1423-E, MAY 99

G. PREPARED BY: Shelley King

I. APPROVED BY: Richard Justis
Chief, Petroleum Team
AMSTA-LCC-JA

H. DATE: 16 March 2012

J. DATE: 13 July 2012

DD FORM 1423-E, MAY 99

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Cindy Harms
Publications Manager
AMSTA-LCC-JL

I. APPROVED BY: Stephen Sink
Chief, Publications Team
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