

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page of Pages 1 51
2. Contract Number	3. Solicitation Number W56HZV-12-R-0289	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2012SEP24	6. Requisition/Purchase Number SEE SCHEDULE
7. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-ASM-C WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WS: Gas Masks		Code W56HZV	8. Address Offer To (If Other Than Item 7)		

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 _____ (hour) local time 2012OCT25 (Date).

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

10. For Information Call:	A. Name SHERYL D. HARRIS	B. Telephone (No Collect Calls)			C. E-mail Address SHERYL.D.HARRIS@US.ARMY.MIL
		Area Code (586)	Number 282-6967	Ext.	

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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 checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)()	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item 25
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24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
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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PIIN/SIIN W56HZV-12-R-0289

MOD/AMD

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

A.1 Administrative Summary

Under the authority of FAR 16.2, Fixed Price Contracts, the Army Contracting Command-Warren (DTA) intends to negotiate and award a Firm-Fixed Price Contract for the Vision Correction Assembly, NSN: 6540-01-529-9220.

A.1.1 REQUIREMENTS:

1. Item: The Army Contracting Command-Warren(DTA) is soliciting a sole source offer to supply the following items:

Quantity: 322,060 EA
NSN: 6540-01-529-9220
Part Number: 71014/1
Item Name: Vision Correction Assembly

2. Certificate of Conformance (CoC) is required for this each CLIN.

3. Production Lot testing required see SECTION E.

4. Source Controlled Part # 71014/1 is required.

A.1.2 UNIQUE ASPECTS OF THIS SOLICITATION:

1. This solicitation, W56HZV-12-R-0289, is for a Firm-Fixed Price contract.

2. This solicitation is a sole source intended for award to Avon Protection Systems, Inc. CAGE: (1LEW5)

A.1.3 NOTICE REGARDING FILL-INS:

Please note that this solicitation contains several clauses and provisions which require you to complete a fill-in or representation. If you do not complete these fill-ins, your offer may be determined ineligible for award. So, please be careful to read and complete each such clause and provision.

A.1.4 NOTICE REGARDING CAGE CODES:

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

A.1.5 REQUIRED NOTIFICATION TO SUBCONTRACTORS:

If awarded this contract, you should advise all potential suppliers and subcontractors of the DO/DX Rating assigned to orders resulting from your subcontracts. The Rating can be found next to Block 1 on the first line of the Standard Form 33 (SF 33).

A.1.6 SET ASIDE INFORMATION:

This solicitation, W56HZV-12-R-0289, is not a set aside and will be competed under FAR Part 6.302-1 "Only One Responsible Source and No Other Supplies or Services Will Satisfy Agency Requirements". The contract will be awarded as a sole source procurement to Avon Protection Systems, Inc. Avon is a Large Business and has the experience to meet the schedule and delivery timeline.

A.1.7 NOTICE REGARDING MARKING:

Please note that the requirements for bar-code and Military Shipping Labeling (MSL) apply to shipments made under the contract that will result from this solicitation. Please refer to the clause in Section D of this solicitation entitled, PACKAGING REQUIREMENTS, as well as the clause in Section F of this solicitation entitled, ITEM IDENTIFICATION AND VALUATION. You must consider the cost of such requirements when preparing your offer in response to this solicitation.

A.1.8 ACKNOWLEDGEMENT OF AMENDMENTS:

Please acknowledge any amendments to this solicitation in the space provided in Block 14 of the SF 33. Include the number and date of each amendment. Acknowledgement of all amendments received is important because failure to do so may make your offer ineligible for award.

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Name of Offeror or Contractor:

A.1.9 REQUIRED COPIES IN RESPONSE TO THIS SOLICITATION:

To be considered for award, you must return one signed original of your offer, completed and properly executed, by the time and date shown in Block 9 of the Standard Form 33 (SF33).

A.1.10 QUESTION/PROBLEM RESOLUTION:

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

A.1.11 INCONSISTENCIES BETWEEN THE ADMINISTRATIVE SUMMARY AND THE SOLICITATION:

This administrative summary has been prepared as an aid to you, the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. However, if you find any inconsistency between this administrative summary and the solicitation, please contact the buyer identified in Block 10 of the SF 33.

*** END OF NARRATIVE A0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4016 WARREN ELECTRONIC CONTRACTING	DEC/2011

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

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

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

(d) Requirements for the online ASFI 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:
*HYPERLINK "https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=" [https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr= W56HZV-12-R-0289](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV-12-R-0289)

(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 *HYPERLINK "https://acquisition.army.mil/asfi/" <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.

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Name of Offeror or Contractor:

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

(e) Note to offerors:

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

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

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

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

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

(g) If you have questions or need help using ProcNet, call our E-commerce Contracting Help Desk at (586) 282-7059, or send an email to usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil. 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 *HYPERLINK ["http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx"](http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx)["http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx"](http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx) to find a location near you.

End of Provision

A-2 52.201-4000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON APR/2011

Information regarding the Ombudsperson for this contract is located at the following website:
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

A-3 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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Name of Offeror or Contractor:

(End of Provision)

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

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

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

[End of clause]

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

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

To be eligible to gain access to this export controlled TDP (via FedBizOpps or CD) you must have a current DD 2345, Militarily Critical Technical Data Agreement certification on file with the Defense Logistics Information Service (DLIS). To obtain certification, go to <http://www.dlis.dla.mil/jcp/>, click on documents, and follow instructions provided. See Section C 52.211-4072 Technical Data Package Information for estimated certification time. Upon receipt of certification, you may request the TDP in accordance with the instructions stated in the solicitation's Section C.

Upon completion of the purposes for which Government Technical Data has been provided, you, your subcontractors, all your vendors and all sub-vendors, are required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed from you.

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

[End of clause]

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-R-0289 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 6540-01-529-9220 NOUN: VISION CORRECTION FSCM: 1LEW5 PART NR: 71014/1</p> <p>PRON: EH2V5999EH PRON AMD: 03</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>A Certificate of Conformance is required at Inspection and Acceptance.</p> <p>(End of narrative E001)</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZV2061F528 W22PVJ J 2</p> <p><u>DEL REL CD QUANTITY DAYS AFTER AWARD</u></p> <table border="0"> <tr> <td>001</td> <td>45,000</td> <td>0120</td> </tr> <tr> <td>002</td> <td>45,000</td> <td>0150</td> </tr> <tr> <td>003</td> <td>45,000</td> <td>0180</td> </tr> <tr> <td>004</td> <td>45,000</td> <td>0210</td> </tr> <tr> <td>005</td> <td>45,000</td> <td>0240</td> </tr> <tr> <td>006</td> <td>45,000</td> <td>0270</td> </tr> <tr> <td>007</td> <td>45,000</td> <td>0300</td> </tr> <tr> <td>008</td> <td>7,060</td> <td>0330</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT XU GEN SUP STORAGE PT CRP WHSE 211 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND, KY, 40475-5070</p>	001	45,000	0120	002	45,000	0150	003	45,000	0180	004	45,000	0210	005	45,000	0240	006	45,000	0270	007	45,000	0300	008	7,060	0330	322060	EA	\$ _____	\$ _____
001	45,000	0120																											
002	45,000	0150																											
003	45,000	0180																											
004	45,000	0210																											
005	45,000	0240																											
006	45,000	0270																											
007	45,000	0300																											
008	7,060	0330																											

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>**PLEASE NOTE - Blue Grass Army Depot is open Monday through Thursday from 7:00 a.m. to 4:00 p.m. No shipments are accepted on Fridays, weekends, or holidays.</p> <p>(End of narrative F001)</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<u>DATA ITEMS</u>				
A001	<p><u>ENGINEERING CHANGE PROPOSAL</u></p> <p>ENGINEERING CHANGE PROPOSAL IN ACCORDANCE WITH CDRL A001 AND CLAUSE 52.204-4500 (TACOM) (RI) ADDITIONAL ATTACHMENTS.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>			\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-R-0289 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A002	<p>REQUEST FOR DEVIATION</p> <p>REQUEST FOR DEVIATION IN ACCORDANCE WITH CDRL A002 AND CLAUSE 52.204-4500 (TACOM) (RI) ADDITIONAL ATTACHMENTS.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>			\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-R-0289 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A003	<p>NOTICE OF REVISION</p> <p>NOTICE OF REVISION IN ACCORDANCE WITH CDRL A003 AND CLAUSE 52.204 - 4500 (TACOM) (RI) ADDITIONAL ATTACHMENTS.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>			\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-R-0289 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A004	<p><u>CERTIFICATE OF CONFORMANCE</u></p> <p>CERTIFICATE OF CONFORMANCE (COC) IN ACCORDANCE WITH CDRL A004 AND ATTACHMENT 0001.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>			\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-R-0289 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A005	<p><u>RECORD MEETING MINUTES</u></p> <p>RECORD OF MEETING MINUTES IN ACCORDANCE WITH CDRL A005.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>			\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-R-0289 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A006	<p>PRODUCTION LOT ACCEPTANCE TEST REPORTS IN ACCORDANCE WITH ATTACHMENT 0003.</p> <p>(End of narrative B001)</p> <p><u>PRODUCTION LOT ACCEPTANCE TEST REPORT</u></p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>			\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ENGINEERING EXCEPTIONS CAN BE FOUND IN THE LINK ESTABLISHED FOR THIS SOLICITATION AT:
<https://www.fbo.gov/fedteds/W56HZV12R0289>. THIS IS A DISTRIBUTION X, EXPORT CONTROLLED TDP.

*** END OF NARRATIVE C0001 ***

START OF WORK MEETING, IN ACCORDANCE WITH FAR 52.204-4003

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

MEETINGS/CONFERENCES

- a. Start of Work (SOW) Conference: Thirty (30) days after contract award a Start of Work Conference shall be held at the U.S. Army TACOM or at the Contractor's facility. The Contractor shall make available contract administration personnel, management, engineers, and logistic support personnel as the Government deems required. In this meeting, the Contractor shall present detailed paths/milestone graphic presentations that define contractor performance necessary to meet contract delivery requirements as defined in the Scope of Work. The Contractor shall provide to the Government an internal list of all functional contractor personnel involved in this contract. This list will be upgraded as required to maintain accuracy.
- b. Contract Status Review Conference: As part of the overall contract management effort, the Contractor shall provide technical and managerial representative(s) to attend periodic meetings, at least once per year, at TACOM, to review contract status. This review shall be for one eight-hour day, or as specified. A conference may be called by either the Government or the Contractor to clarify any questions in regard to the contract requirements. Topics to be discussed shall include, but are not limited to, contract status, testing, production, logistics, technical issues, and deliverables. The Contractor will coordinate an agenda with the Procuring Contracting Officer (PCO) no later than 5 days prior to the meeting.
- c. The Contractor shall take minutes of the above meetings. The Procuring Contracting Officer (PCO) approved minutes shall be distributed to all parties no later than 10 days after the completion of the meeting.
- d. When meetings are held at the Contractor's facility, the Contractor will make the following available for the Government's use:
- e. Production or other required versions of the Joint Service Aircrew Mask spare parts procured under this contract needed for viewing.
- f. Required technical, logistics or other documentation (including drawings, computer data bases, publications, and other required data).
- g. Computer resources, as required.

*** END OF NARRATIVE C0002 ***

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

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

C.2.1 MEETINGS/CONFERENCES

C.2.1.1 Start of Work (SOW) Meeting: Thirty (30) days after contract award a Start of Work Meeting shall be held at the U.S. Army Contracting Command - Warren (DTA) or at the Contractor's facility. The Contractor shall make available contract administration personnel, management, engineers, and logistic support personnel as the Government deems required. In this meeting, the Contractor shall present detailed paths/milestone graphic presentations that define contractor performance necessary to meet contract delivery requirements as defined in the Scope of Work. The Contractor shall provide to the Government an internal list of all functional contractor personnel involved in this contract. This list will be upgraded as required to maintain accuracy.

C.2.1.2 Contract Status Review Meeting: As part of the overall contract management effort, the Contractor shall provide technical and

Name of Offeror or Contractor:

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

C.2.2 The Contractor shall take minutes of the above meetings. The Procuring Contracting Officer (PCO) approved minutes shall be distributed to all parties no later than 10 days after the completion of the meeting. The Contractor shall follow the attached DID number DI-ADMIN-81505 (per CDRL A005), Report, Record of Meetings, (located in Section J), for the minutes format. The URL for the meeting format is <https://assist.daps.dla.mil/quicksearch/> (Attachment 0003).

C.2.3 When meetings are held at the Contractor's facility, the Contractor will make the following available for the Government's use:

C.2.3.1 Production or other required versions of the M98 Gas Particulate Filter and M98 Gas Filter as needed for viewing.

C.2.3.2 Required technical, logistics or other documentation (including drawings, computer data bases, publications, and other required data).

C.2.3.3 Computer resources, as required.

[End of Clause]

C-2 52.211-4072 TECHNICAL DATA PACKAGE INFORMATION

JUL/2012

The following Xd item applies to this solicitation:

[X] 1. There is no Technical Data Package (TDP) included with this solicitation. The information for this procurement is provided in Section C which can be accessed via this URL: <https://www.fbo.gov/fedteds/W56HZV12R0289>.

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

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

CLIN: NA

TDP Link (URL): NA

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

To access the data through FBO:

- a. Log on to the FBO web site.
- b. Enter your Marketing Partner Identification Number (MPIN).
- c. Search for the solicitation number.
- d. If solicitation is Export Controlled, select Verify MPIN.
 - (1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq..
 - (2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.
 - (3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to <http://www.dlis.dla.mil/jcp/> click on documents and follow instructions provided. Processing time is estimated at six (6) to ten (10) weeks after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.
 - (4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.
- e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the FBO system administrator at Army Contract Command - Warren (DTA) with all the information needed for them to grant you access. FBO will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this FBO-TDP access/approval process through the FBO system.
- f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to <https://www.fbo.gov/index> The FBO helpdesk phone number is (866) 606-8820. Vendors are responsible for placing correct information in FBO.
- g. It is strongly suggested that you submit the explicit access request and provide the buyer with the completed Use and Non-Disclosure Agreement at the same time if the solicitation requires both to gain access to view the TDP.
- h. A user guide for FBO can be found at <https://www.fbo.gov> - on the right is User Guides - click on Vendor.

[End of clause]

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Name of Offeror or Contractor:

C-3 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION NOV/2006
TACOM
(RI)/ECBC

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

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

c. Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(CS7112)

(End of Clause)

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

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

PRESERVATION: MILITARY
LEVEL OF PACKING: B
QUANTITY PER UNIT PACKAGE:001
SPI NUMBER: P71014/1 rev. A. Dated 18 Jan 12

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

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

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

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

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

F. Hazardous Materials (as applicable):

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

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

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

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Name of Offeror or Contractor:

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

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

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

G. SUPPLEMENTAL INSTRUCTIONS: Place a RED X and the words "Short Box" on the front of any box that has a short quantity, then place that box/boxes with the markings showing on the top front of the pallet load.

(DS6419)

(End of Clause)

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

PRODUCTION LOT TESTING (CONFORMANCE INSPECTION) (CONTRACTOR FACILITY) (OCTOBER 2011)

(a) Production lot testing (PLT) by the contractor shall be conducted for each production lot tendered to the Government for acceptance.

(b) The samples shall be selected, examined, and tested in accordance with the attributes sampling plan of MIL-STD-1916 using the verification levels (VLS) and/or as specified in the contract.

(c) The sample shall be randomly selected from the entire lot by, or in the presence of, the Government Quality Assurance Representative (QAR). The contractor shall provide written advance notification to the Government QAR at least five (5) workdays, or as otherwise specified in the contract when the lot is ready for sample selection. Prior to selection of the PLT samples, the contractor is responsible for assuring the lot has been inspected to and met all requirements of the contract. Unless authorized by the Contracting Officer, test samples shall not be submitted for review and acceptance from a lot, which is or has been rejected for nonconformance to the technical requirements of the contract, the specification(s), and/or the associated drawing(s).

(d) A PLT report shall be compiled by the contractor documenting evidence of conformity to PLT requirements. This evidence shall validate that required inspections and tests (including supplier/ vendor inspection records and certifications, when applicable) have been completed. The report shall be submitted to the Government QAR.

(e) Within 30 workdays after receipt of the PLT report by the Government QAR or as specified in the contract, the Government QAR shall provide written notification to the contractor as to the approval, conditional approval, or disapproval of the production lot. The notification shall include Government QAR signature, inspector stamp, and date of acceptance/rejection. Government QAR shall notify the Contracting Officer of lot rejection(s). The contractor shall maintain the PLT report(s) for a period of two years after contract expiration. The report(s) shall be available for Government QAR review.

(f) If the Government QAR does not provide notification of the approval, conditional approval, or disapproval of the production lot within the time specified above. Then the Contracting Officer shall equitably adjust the delivery/performance dates and/or the contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.

(g) If the PLT sample fails to meet any applicable contractual requirement, the lot from which the test samples were drawn shall be rejected. The Contractor shall take immediate corrective action, to correct the deficiency/nonconformance (if applicable) and to prevent recurrence of such deficiency/nonconformance, and shall submit an additional PLT sample (from the reworked lot or from a new lot as applicable). Such corrective action shall be taken by the contractor at no increase in contract price and shall apply to all items (including, if applicable, basic items and/or repair parts) either in-process or final assembly which have been produced (or are in production) since the last successful production lot test. All costs associated with testing the additional PLT samples shall be borne by the contractor. However, if the failure is the result of changes made by the Government, the Contracting Officer may equitably adjust the delivery/performance dates and/or the contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.

(h) If the contractor fails to deliver any PLT sample for testing within the time specified, or if the PLT sample is disapproved and an acceptable replacement is not provided within the time specified, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(i) Unless otherwise specified, and if the approved PLT samples are not consumed or destroyed in testing, the contractor may deliver the approved samples as part of the product deliverable under the contract.

(ES6043)

(End of clause)

*** END OF NARRATIVE E0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
E-2	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-3	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
E-4	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-5	52.211-4029 (TACOM)	INTERCHANGEABILITY OF COMPONENTS	MAY/1994

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

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

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

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

[End of clause]

E-6	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
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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-7	52.246-4048 (TACOM)	DRAWINGS FOR INSPECTION	AUG/2007
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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.

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

(End of Clause)

E-8	52.246-4515 (FCBC-RI)	INCLUSION OF TESTING COSTS	APR/2012
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1. All test costs associated with the performance of this contract shall be borne by the contractor and shall be part of the overall unit cost of the item(s) to be delivered under this contract except if there is a cost of performing a First Article Test which shall be separately priced.

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

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Name of Offeror or Contractor:

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

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

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

For agent or simulant and physical testing:

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

And/or:

For chemical agent testing:

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

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

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

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

(ES7020) (End of clause)

E-9 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994
 TACOM RI

a. Rework and Repair are defined as follows:

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

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

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

Name of Offeror or Contractor:

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

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

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

(ES7012)

(End of Clause)

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MOD/AMD

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-6	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2011) -- ALTERNATE I (DEC 2011)	DEC/2011
F-7	52.242-4022 (TACOM)	DELIVERY SCHEDULE	SEP/2008

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

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

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

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
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(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
6540-01-529-9220	322,060	120

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

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

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

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Name of Offeror or Contractor:

F-8 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]

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Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

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

_____ Invoice and Receiving Report Combo (Supplies)

Use for contracts that are entirely for supply requirements or for contracts that are predominantly for supply requirements but also includes minimal service line items.

_____ Invoice 2-in-1 (Services)

Use for contracts that are entirely for service requirements.

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

\b7 Your firms CAGE Code: (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26) (Indicate)

\b7 Issue and Admin DoDAAC Code: (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26) (Indicate)

\b7 Ship-To DoDAAC Code: (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449) (Indicate)

\b7 Accept-By DoDAAC Code: (Indicate)

\b7 Payment DoDAAC Code: (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26) (Indicate)

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

- Indicate the proper Unit of Measure as specified in each CLIN. Failure to indicate the proper Unit of Measure will lead to vendor pay issues.

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

\b7 Primary Acceptor Name: (Indicate)

\b7 Primary Acceptor e-mail: (Indicate)

\b7 Alternate Acceptor Name: (Indicate)

\b7 Alternate Acceptor e-mail: (Indicate)

\b7 Contract Specialist Name: Sheryl Harris

\b7 Contract Specialist e-mail: sheryl.d.harris.civ@mail.mil

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

[End of clause]

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

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Name of Offeror or Contractor:

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

[End of Clause]

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

(a) All contract awards, modifications and delivery orders issued by Army Contracting Command - Warren (DTA) will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website *HYPERLINK "<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) System for Award Management (SAM). The SAM registration process may be done electronically at the World Wide Web (WWW) site: *HYPERLINK "<https://www.sam.gov/portal/public/SAM>"<https://www.sam.gov/portal/public/SAM>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

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

Warren: *HYPERLINK

"http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm"http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm

Rock Island - JMTC: *HYPERLINK "<https://acquisition.army.mil/asfi/>"<https://acquisition.army.mil/asfi/>

Red River Army Depot: *HYPERLINK "<https://acquisition.army.mil/asfi/>"<https://acquisition.army.mil/asfi/>

Anniston Army Depot: *HYPERLINK "<https://acquisition.army.mil/asfi/>"<https://acquisition.army.mil/asfi/>

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

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

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at *HYPERLINK "<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>

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

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-12	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-13	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-15	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-16	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-17	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	AUG/2011
I-18	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT/2010
I-19	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-20	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-21	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-23	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) -- ALTERNATE II (OCT 2001)	OCT/2001
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	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-43	52.232-1	PAYMENTS	APR/1984
I-44	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-45	52.232-11	EXTRAS	APR/1984
I-46	52.232-17	INTEREST	OCT/2010
I-47	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-48	52.232-25	PROMPT PAYMENT	OCT/2008
I-49	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-50	52.233-1	DISPUTES	JUL/2002
I-51	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-52	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-53	52.242-13	BANKRUPTCY	JUL/1995
I-54	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-55	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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
I-59	52.248-1	VALUE ENGINEERING	OCT/2010
I-60	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
I-61	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-62	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-63	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-64	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-65	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-66	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-67	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-68	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-69	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-70	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
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	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2012
I-78	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-79	252.225-7021	TRADE AGREEMENTS	JUN/2012
I-80	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-81	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-82	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-83	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
I-84	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-85	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-86	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-87	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-88	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-89	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	JUN/2012
I-90	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-91	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-92	252.216-7006	ORDERING	MAY/2011

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from Date of Award through 330 days from the Date of Award.

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

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

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

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

(End of Clause)

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Name of Offeror or Contractor:

I-93 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 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:

Name of Offeror or Contractor:

- (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)

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

Name of Offeror or Contractor:

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

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

(b) The Contractor shall --

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

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

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

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

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

(End of Clause)

I-95

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>

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Name of Offeror or Contractor:

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

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

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

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

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

(End of Clause)

I-97 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-98 52.230-2 COST ACCOUNTING STANDARDS

MAY/2012

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractors signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractors established cost accounting practices.

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(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$700,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

I-99 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-100 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of Clause)

I-101 252.223-7001 HAZARD WARNING LABELS DEC/1991

Name of Offeror or Contractor:

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

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

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

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

MATERIAL (If None, Insert None.)	ACT
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_____	_____
_____	_____
_____	_____

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

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

(End of clause)

I-102	52.204-4009	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	MAR/2005
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:

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

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

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

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

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

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	A001 ENGINEERING CHANGE PROPOSAL (ECP)	13-AUG-2012	001	DATA
Exhibit B	A002 REQUEST FOR DEVIATION (RFD)	13-AUG-2012	001	DATA
Exhibit C	A003 NOTICE OF REVISION (NOR)	13-AUG-2012	001	DATA
Exhibit D	A004 CERTIFICATE OF CONFORMANCE (COC)	13-AUG-2012	001	DATA
Exhibit E	A005 RECORD OF MEETING/MINUTES	13-AUG-2012	001	DATA
Exhibit F	A006 PRODUCTION LOT TESTING	13-AUG-2012	001	DATA
Attachment 0001	ATT 0001 CERTIFICATE OF CONFORMANCE(COC)(COC)	13-AUG-2012	001	DATA
Attachment 0002	ATT0002 ADDRESS CODE DISTRIBUTION	13-AUG-2012	001	DATA

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

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

Title / Number of Pages

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

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

Data Delivery Description Engineering Change Proposal
9 Pgs

Data Delivery Description Notice of Revision
2 Pgs

Data Delivery Description Request for Deviation
4 Pgs

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-2	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-3	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-4	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-5	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-6	52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	MAY/1999

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

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

(End of Provision)

K-7	52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
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(a) Definitions. As used in this provision--

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

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

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

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) 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

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(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 FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

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

(End of provision)

K-8 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
- (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-9 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION MAY/2012

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS)

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requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement Cost Accounting Practices and Certification

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offerors proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of

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this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

(End of provision)

K-10 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES APR/2005

The offeror shall check yes below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked Yes above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

K-11 252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX JAN/2012
 (DEV 2012- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION
 00004) 2012-00004)

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

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

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[End of Provision]

K-14 52.215-4010 AUTHORIZED NEGOTIATORS
(TACOM)

JUN/2008

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

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

[End of Provision]

K-15 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)
(TACOM)

OCT/2008

(a) Definitions.

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

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

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

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

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

[End of Provision]

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 The offeror shall include in their quote/proposal the firm fixed unit prices for each CLIN, Ordering Period and Quantity Range including cost of option periods.

L.2 The Government reserves the right to require the submission of any data (i.e. other than cost or pricing data) necessary to the validate reasonableness of an offer.

*** END OF NARRATIVE L0001 ***

1. The Government will evaluate offer based on FAR 15.101-2 Lowest Price Technically Acceptable and prices proposed for all Ordering Periods and any other price related factors required by the solicitation.
2. If an offeror fails to submit unit prices for all quantity ranges and Ordering Periods and/or First Article Test, its proposal may be considered unacceptable and the Government may reject the proposal.
3. A single award will be made to the company whose proposal offer the lowest evaluated price of proposals meeting or exceeding the technical acceptability standards for non-cost factors.
4. The Government reserves the right to award to other than the lowest priced quote or the highest rate (lowest risk) quote.

*** END OF NARRATIVE L0002 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-4	52.211-14	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-5	52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE IV (OCT 2010)	OCT/2010
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(a) Provide data described below: Every proposal must include cost or pricing data for prime contracts expected to exceed \$700,000 and each prospective noncompetitive procurement.

(End of clause)

L-6	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-7	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 Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd, Warren, MI 48397-5000.

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Name of Offeror or Contractor:

(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-8 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL AUG/1998
SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART
101-29

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

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

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

(End of Provision)

L-9 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-10 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

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

(End of clause)

L-11 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL DEC/2004
(TACOM) (NEGOTIATED)

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

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided

Name of Offeror or Contractor:

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

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

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

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

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

(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.

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Name of Offeror or Contractor:

[End of Provision]

L-13 52.215-4004 COST OR PRICING DATA SEP/2010

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

- (1) Has an estimated value of \$12.5 million or more, or
- (2) Has an estimated value of more than \$700,000 and is more than 10% of the total contract price.

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

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

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

(2) For required subcontractor cost or pricing data:

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

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

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

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

[End of Provision]

L-14 52.219-4004 SUBMISSION OF SUBCONTRACTING PLAN MAY/2012
(TACOM)

(a) Concurrent with the offer in response to this solicitation, the offeror shall submit a subcontracting plan required by FAR 52.219-9, entitled SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN. Note that such a plan is not required of offerors that are small businesses. The plan shall be submitted to the buyer's e-mail address on the face page of the solicitation.

(b) Each page of the subcontracting plan will be marked with the solicitation number and date, and may also be marked with other codes or identification symbols to aid in later identification. If this is a negotiated acquisition, the subcontracting plan may be negotiated along with the cost, technical, and managerial features of the offeror's proposal, and the Government reserves the right to discuss the subcontracting plan after the receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(c) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (including Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the proposal's total subcontracting dollars.

[End of Provision]

Name of Offeror or Contractor:

L-15 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES

OCT/2006

(a) Policy:

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

(b) Agency Protest:

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

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

(c) Election of Forum:

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

(d) Protest Decision Authority:

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

(e) Time for Filing a Protest:

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

(f) Form of Protest:

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

(g) Processing of HQAMC-Level Protests

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

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

Packages sent by FedEx or UPS should be addressed to:

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

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

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

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Name of Offeror or Contractor:

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

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

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

(h) Effect of Protest on Award and Performance:

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

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

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

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

(i) Remedies:

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

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

[End of Clause]

L-16 52.245-4002 ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL MAR/1996
(TACOM) TOOLING

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

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

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-12-R-0289 MOD/AMD	Page 50 of 51
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Name of Offeror or Contractor:

tooling), general or special machine tools, or similar capital items.

[End of Provision]

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

1. The Government will evaluate offer based on prices proposed for all Ordering Periods and any other price related factors required by the solicitation.
2. If an offeror fails to submit unit prices for all quantity ranges and Ordering Periods and/or First Article Test, its proposal may be considered unacceptable and the Government may reject the proposal.
3. If an offeror fails to submit unit prices for all quantity ranges and Ordering Periods and/or First Article Test, its proposal may be considered unacceptable and the Government may reject the proposal.
4. A single award will be made to the company whose quote represents the best value to the Government based on Technical, Price and Performance Risk.
5. The Government reserves the right to award to other than the lowest priced quote or the highest rated (lowest risk) quote.

*** END OF NARRATIVE M0001 ***

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

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

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

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

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

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

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

[End of Provision]

M-2	52.216-4006 (TACOM)	METHOD OF PRICE EVALUATION	NOV/2007
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(a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

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

[End of Provision]

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

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

-
- A. CONTRACT LINE ITEM NO.: 0002
 - B. EXHIBIT: A
 - C. CATEGORY: Delivery Description
 - D. SYSTEM/ITEM: VISION CORRECTION ASSEMBLY
 - E. CONTRACT/PR NO.: W56HZV-12-R-0289

-
- 1. DATA ITEM NO.: A001
 - 2. TITLE OF DATA ITEM: ENGINEERING CHANGE PROPOSAL (ECP)
 - 3. SUBTITLE:
 - 4. AUTHORITY: DI-CMAN-80639C
 - 5. CONTRACT REFERENCE: Section C
 - 6. REQUIRING OFFICE: RDCB-END-D (RI)
 - 7. LT
 - 8. N/A
 - 9. N/A
 - 10. FREQUENCY: As Required
 - 11. AS OF DATE: N/A
 - 12. DATE OF 1ST SUBMISSION: As Required
 - 13. DATE OF SUBSEQUENT SUBMISSION: As Required
 - 14. DISTRIBUTION/ A. ADDRESSEES B/ CP[OES DRAFT / FINAL SEE ADDRESS CODE // DISTRIBUTION ADDRESS ATTACHMENT 0005//
 - 15. TOTAL COPIES: 0

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

17. PREPARED BY: Sheryl Harris	19. APPROVED BY: Dee Riese
18. DATE: 13 Aug 2012	20. DATE:

CONTRACT DATA REQUIREMENTS LIST

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-
- A. CONTRACT LINE ITEM NO.: 0002
 - B. EXHIBIT: B
 - C. CATEGORY: Delivery Description
 - D. SYSTEM/ITEM: VISION CORRECTION ASSEMBLY
 - E. CONTRACT/PR NO.: W56HZV-12-R-0289

-
- 1. DATA ITEM NO.: A002
 - 2. TITLE OF DATA ITEM: REQUEST FOR DEVIATION (RFD)
 - 3. SUBTITLE:
 - 4. AUTHORITY: DI-CMAN-80639C
 - 5. CONTRACT REFERENCE: Section C
 - 6. REQUIRING OFFICE: RDCB-END-D (RI)
 - 7. LT
 - 8. N/A
 - 9. N/A
 - 10. FREQUENCY: As Required
 - 11. AS OF DATE: N/A
 - 12. DATE OF 1ST SUBMISSION: As Required
 - 13. DATE OF SUBSEQUENT SUBMISSION: As Required
 - 14. DISTRIBUTION/ A. ADDRESSEES B/ CP[OES DRAFT / FINAL SEE ADDRESS CODE // DISTRIBUTION ADDRESS ATTACHMENT 0005//
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17. PREPARED BY: Sheryl Harris 19. APPROVED BY: Dee Riese
18. DATE: 13 Aug 2012 20. DATE:

CONTRACT DATA REQUIREMENTS LIST

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-
- A. CONTRACT LINE ITEM NO.: 0002
 - B. EXHIBIT: C
 - C. CATEGORY: Delivery Description
 - D. SYSTEM/ITEM: VISION CORRECTION ASSEMBLY
 - E. CONTRACT/PR NO.: W56HZV-12-R-0289
-

- 1. DATA ITEM NO.: A003
 - 2. TITLE OF DATA ITEM: NOTICE OF REVISION (NOR)
 - 3. SUBTITLE:
 - 4. AUTHORITY: DI-CMAN-80639C
 - 5. CONTRACT REFERENCE: Section C
 - 6. REQUIRING OFFICE: RDCB-END-D (RI)
 - 7. LT
 - 8. N/A
 - 9. N/A
 - 10. FREQUENCY: As Required
 - 11. AS OF DATE: N/A
 - 12. DATE OF 1ST SUBMISSION: As Required
 - 13. DATE OF SUBSEQUENT SUBMISSION: As Required
 - 14. DISTRIBUTION/ A. ADDRESSEES B/ CP[OES DRAFT / FINAL SEE ADDRESS CODE // DISTRIBUTION ADDRESS ATTACHMENT 0005//
 - 15. TOTAL COPIES: 0
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17. PREPARED BY: Sheryl Harris 19. APPROVED BY: Dee Riese
18. DATE: 13 Aug 2012 20. DATE:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

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

-
- A. CONTRACT LINE ITEM NO.: 0002
 - B. EXHIBIT: D
 - C. CATEGORY: CERTIFICATE OF CONFORMANCE
 - D. SYSTEM/ITEM: VISION CORRECTION ASSEMBLY
 - E. CONTRACT/PR NO.: W56HZV-12-R-0289

-
- 1. DATA ITEM NO.: A004
 - 2. TITLE OF DATA ITEM: Certificate of Compliance
 - 3. SUBTITLE: Certificate of Conformance (COC)
 - 4. AUTHORITY: DI-MGMT-81356A*
 - 5. CONTRACT REFERENCE: Section E
 - 6. REQUIRING OFFICE: RDCB-DES-Q (RI)
 - 7. LT
 - 8. N/A
 - 9. N/A
 - 10. FREQUENCY: As Required
 - 11. AS OF DATE: N/A
 - 12. DATE OF 1ST SUBMISSION: As Required
 - 13. DATE OF SUBSEQUENT SUBMISSION: As Required
 - 14. QAR PCO RDCB-DES-Q
 - 15. TOTAL COPIES: 0/3/0

16. REMARKS:

MODIFY DI-MISC-81356, 2.I TO READ: A STATEMENT CERTIFYING THAT ALL ITEMS FURNISHED ON THE CONTRACT ARE IN FULL COMPLIANCE WITH THE TDP, ALL SPECIFICATIONS AND CONTRACT REQUIREMENTS. SUBMIT CERTIFICATE OF CONFORMANCE PRIOR TO FIRST DELIVERY. SUBMIT ELECTRONICALLY TO THE PCO.

17. PREPARED BY: Sheryl Harris 19. APPROVED BY: Dee Riese
18. DATE: 13 Aug 2012 20. DATE:

MOD/AMD

ATT/EXH ID Exhibit E

PAGE 1

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A. CONTRACT LINE ITEM NO.: 0002
B. EXHIBIT: E
C. CATEGORY: Quality Assurance
D. SYSTEM/ITEM: Vision Correction Assembly
E. CONTRACT/PR NO.: W56HZV-12-R-0289

1. DATA ITEM NO.: A005
2. TITLE OF DATA ITEM: Record of Meeting Minutes
3. SUBTITLE: N/A
4. AUTHORITY: DI-ADMN-81505
5. CONTRACT REFERENCE: Section C
6. REQUIRING OFFICE: CCTA-ASM-C
7. DD250 REQ LT
8. APP CODE: -
9. DIST STATEMENT REQUIRED: N/A
10. FREQUENCY: As Required
11. AS OF DATE: N/A
12. DATE OF 1ST SUBMISSION: As Required
13. DATE OF SUBSEQUENT SUBMISSION: As Required
14. DRFT/REG/REPRO DISTRIBUTION COPIES
15. TOTAL COPIES: PAPER: 0 E-MAIL: 0 CD-ROM: 0

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

17. PREPARED BY: Sheryl Harris 19. APPROVED BY: Dee Riese
18. DATE: 13 Aug 2012 20. DATE:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

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-
- A. CONTRACT LINE ITEM NO.: 0002
 - B. EXHIBIT: F
 - C. CATEGORY: Delivery Description
 - D. SYSTEM/ITEM: VISION CORRECTION ASSEMBLY
 - E. CONTRACT/PR NO.: W56HZV-12-R-0289

-
- 1. DATA ITEM NO.: A006
 - 2. TITLE OF DATA ITEM: Test/ Inspection Report
 - 3. SUBTITLE: Production Lot Acceptance Test Report (Govt)
 - 4. AUTHORITY: DI-NDTI-80809B
 - 5. CONTRACT REFERENCE: Section E
 - 6. REQUIRING OFFICE: RDCB-DES-Q
 - 7. DD250 REQ LT
 - 8. APP CODE: A
 - 9. DIST STATEMENT REQUIRED: C
 - 10. FREQUENCY: As Required
 - 11. AS OF DATE: N/A
 - 12. DATE OF 1ST SUBMISSION: As Required
 - 13. DATE OF SUBSEQUENT SUBMISSION: As Required
 - 14. DISTRIBUTION/ A.RDAR-DES-Q; 2 / Thru QAR; 0 / co (LT Only): 1
 - 15. TOTAL COPIES: 0

16. REMARKS:

THIS REPORT SHALL BE SUBMITTED AT THE COMPLETION OF A NEW PRODUCTION LOT (A LOT IS AS DEFINED IN THE CONTRACT). REPORT SHALL BE SUBMITTED THRU THE QAR TO THE ADDRESSEES WHENEVER A NEW LOT OF MATERIAL (REQUIRING AGENT TESTING OR TOER TESTING DIRECTED TO A GOVT CONTRACT CLAUSE FOR THIS RQMT. NOTE: A DD FORM 1222, REQ FOR TEST AND RESULTS SHALL BE SUBMITTED TO THE TEST FACILITY AND PROVIDED WITH THE PRODUCTION LOT TEST REPORT. SUBMIT ELECTRONICALLY TO RDCB-DES-Q, (RI) EMAIL: joseph.a.gardner8.civ@mail.mil and diane.m.freeman.civ@mail.mil. **THE GOVT HAS 15 DAYS AFTER RECEIPT OF THE PRODUCTION LOT ACCEPTANCE TEST REPORT FOR APPROVAL/DISAPPROVAL.

- 17. PREPARED BY: Sheryl Harris
 - 18. DATE: 13 Aug 2012
 - 19. APPROVED BY: Dee Riese
 - 20. DATE:
-

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

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

Figure 1 Sample format for a Certificate of Compliance

From: _____
(Contractors name)
Address: _____
(Contractors address)
Phone Number: _____
(Contractors phone number)
Date: _____
To: _____
(Contracting Agency)
Contract Number: _____
National Stock Number: _____
Item Nomenclature: _____

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

(Signature of Authorized Personnel)

(Printed Name and Title of Authorized Personnel)

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

Figure 1 Sample format for a Certificate of Compliance

ADDRESS CODE DISTRIBUTION for ECPS/NORs/RFDs/VECPs
(Configuration Management)

1. Concurrent transmittal of Engineering Change Proposals (ECPs), Notice of Revisions (NORs), Requests for Deviation (RFDs) or Value Engineering Change Proposals (VECPs) shall be submitted by the Contractors by either emailing or faxing engineering actions as follows:

2. The contractor shall electronically transmit copies of all ECPS, NORs, RFDs and VECPS to:

a. (ECBC-RI RDECOM Engineering Office)
OFFICE: RDCB-DEM
EMAIL: usarmy.RIA.ecbc.mbx.cmaction@mail.mil
PHONE: (309) 782-4537

b. Contracting Specialist
OFFICE: CCTA-ASM-C
POC: Eric Buchholz
EMAIL: eric.m.buchholz4.civ@mail.mil
PHONE: (586) 282-9723

c. Administrative Contracting Officer
POC: Moneca S. Baehre
EMAIL: moneca.baehre@dcma.mil
PHONE: 616-233-4652

3. For VECPS only:

(ECBC RDECOM)
OFFICE: RDCB-DES-I
POC: Mashala Macias
EMAIL: mashala.m.macias.civ@mail.mil
FAX: (309) 782-2247