

**ORDER FOR SUPPLIES OR SERVICES**

1. CONTRACT PURCH ORDER/AGREEMENT NO. SPRDL1-15-P-0012				2. DELIVERY ORDER/CALL NO. SPRDL1		3. DATE OF ORDER/CALL (YYYYMMDD) 2014OCT03		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA4	
6. ISSUED BY DLA LAND WARREN KIMBERLY STANSBURY WARREN, MI 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL  EMAIL: KIMBERLY.A.STANSBURY.CIV@MAIL.MIL				7. ADMINISTERED BY (if other than 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD, SUITE 100 MADISON AL 35758-2040				8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)			
9. CONTRACTOR CODE 24290  DRS TEST & ENERGY MANAGEMENT, LLC 110 WYNN DR NW HUNTSVILLE, AL 35805-1957				10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED		12. DISCOUNT TERMS			
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15				14. SHIP TO SEE SCHEDULE				15. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2	
16. THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.											
16. TYPE OF ORDER	DELIVERY/ CALL	Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation SPRDL114T0154, Dated _____, furnish the following on terms specified herein.									
PURCHASE	X	ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.									
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 2											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE CONTRACT ADMINISTRATION DATA											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE				20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT			
	SEE SCHEDULE										
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA LEAH BOURDEAU /SIGNED/ 2014OCT03 LEAH.C.BOURDEAU.CIV@MAIL.MIL (586)282-3140				25. TOTAL		\$121,358.60	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED				26. DIFFERENCES							
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS		
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			31. PAYMENT <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER		35. BILL OF LADING NO.		
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			37. RECEIVED AT		38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

**Name of Offeror or Contractor:** DRS TEST & ENERGY MANAGEMENT, LLC

SUPPLEMENTAL INFORMATION

Buyer Name: KIMBERLY STANSBURY  
 Buyer Office Symbol/Telephone Number: ZGA/(586)282-3182  
 Type of Contract: Firm Fixed Price  
 Kind of Contract: Supply Contracts and Priced Orders  
 Type of Business: Large Business Performing in U.S.  
 Surveillance Criticality Designator: C

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

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Note: Additional Exhibits / Attachments:

\* Exhibit A: Contract Data Requirements List,  
 Includes Data Items A001 - A003.

NOUN DATA ITEMS  
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- A001 - Engineering Change Proposal (ECP)
- A002 - Request for Variance (RFV)
- A003 - Notice of Revision (NOR)

For Delivery, See Narrative(s) in Section J.

\* Exhibit B: Document Summary List

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\*\*\* END OF NARRATIVE A0001 \*\*\*

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1      52.210-4901	RESTRICTED TDP	MAR/2011

This solicitation contains a Restricted Technical Data Package (TDP). Please refer to Section C - 52.211-4072 - 'TECHNICAL DATA PACKAGE INFORMATION' for instructions on how to get access to restricted TDPs.

Furthermore, Review 52.210-4501 - 'DRAWINGS/SPECIFICATIONS'; "Vendors to access this information with the technical data posted on FedBizOpps." Exceptions to the Drawings and Specifications in accordance with Technical Data Package may be uploaded to FEDBIZOPS as a STAND ALONE DOCUMENT. Please review all files and documents prior to providing your proposal.

2      52.227-4500	DISTRIBUTION AND DESTRUCTION OF EXPORT CONTROL TECHNICAL DATA PACKAGE	APR/2008
	TACOM (RI) (RI)	

This solicitation may contain 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 export controlled TDP whether it is via 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. Processing time is estimated at three days after receipt. Upon receipt of certification, you may request the TDP in accordance with the instructions stated in the solicitation's Section C (52.210-4501 Drawings/Specifications).

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

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and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

[End of clause]

1. The purpose of Amendment 0001 to Solicitation SPRDL1-14-T-0154 is to:
  - a) Remove the Unexercised Option Quantity, CLIN 0002AA
  - b) Delete Option Quantity Clauses
  - c) Update Delivery Schedule Clause
2. The Quantity for the Option CLIN (0002AA) is decreased from 74 to 0.
3. The following clauses have been deleted:
  - 52.217-4001, (TACOM) Separately Priced Option for Increased Quantity
  - 52.217-4004, (TACOM) Destinations for Option Quantities
  - 52.211-4054, (TACOM) Packing/Packaging Level for Option Quantities
  - 52.217-5, Evaluation of Options
  - 52.217-4003, (TACOM) Evaluation of Incomplete Option Pricing
4. The following clause has been updated:
  - 52.242-4022, (TACOM) Delivery Schedule
5. All other terms and conditions remain unchanged.

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

CONTINUATION SHEET

Reference No. of Document Being Continued  
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>WIRING HARNESS, BRAN                      NSN: 6150-01-500-6953                      Mfr CAGE: 19200                      Mfr Part Number: 12992347-048</p> <p>The only approved source for this item is DRS Test &amp; Energy (24290).</p> <p>The approved DRS Test &amp; Energy (24290)PN is 12992347-048:19200.</p> <p>(End of narrative B001)</p>																																		
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>COMMODITY NAME: WIRING HARNESS, BRAN                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PRON: EH45E086EH PRON AMD: 07 ACRN: AA                      AMS CD: SM2B1100000                      PSC: 6150</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 12992347-048:19200                      DATE: 04-APR-2014</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING REQUIREMENTS CLAUSES                      UNIT PACK: 001                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> </tr> <tr> <td>001</td> <td>W56HZV4093I051</td> <td>W562RP</td> <td>J</td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>74</td> <td>04-MAY-2015</td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>36</td> <td>03-JUN-2015</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Intermediate</p> <p>SHIP TO:                      (W562RP) SR WOLX ARMY GENERAL SUPPLY</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001	W56HZV4093I051	W562RP	J	2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	74	04-MAY-2015			002	36	03-JUN-2015			110	EA	\$ 1,103.26000	\$ 121,358.60
DOC	SUPPL																																		
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>																															
001	W56HZV4093I051	W562RP	J	2																															
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																	
001	74	04-MAY-2015																																	
002	36	03-JUN-2015																																	

**CONTINUATION SHEET**

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<b>ITEM NO</b>	<b>SUPPLIES/SERVICES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
	<p>CENTRAL RECEIVING POINT 7 FRANKFORD AVE BLDG 360 ANNISTON, AL, 36201-4199</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> SPRDL1-15-P-0012/0000</p>				

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## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.210-4501 TACOM (RI)	DRAWINGS/SPECIFICATIONS	MAR/2010

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

Drawings and Specifications in accordance with Technical Data Package/Technical Data Package Listing 12992347-048:19200, with revisions in effect as of 04/17/2014, are applicable to this procurement with the following exceptions:

Vendors to access this information with the technical data posted on FedBizOpps.

(CS6100) (End of Clause)

2	52.211-4072 (TACOM)	TECHNICAL DATA PACKAGE INFORMATION	JUN/2013
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The following Xd item applies to this solicitation:

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

[ X ] 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: 0001AA & 0002AA

TDP Link (URL): <https://www.fbo.gov/fedteds/SPRDL114T0154>

[ X ] 3. The TDP for this solicitation resides within FedBizOpps (<https://http://www.fbo.gov>), and is associated with this solicitation number and can be accessed via this URL:  
<https://www.fbo.gov/fedteds/SPRDL114T0154>

- 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

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required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

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

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) 606-8220. Vendors are responsible for placing correct information in FBO.

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

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

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

[ ] available at <http://contracting.tacom.army.mil/acqinfo/contractorforms.htm>  
titled: -4-

[ ] available as an attachment to this solicitation.

Follow the instructions on the Agreement, and email/fax it to the buyer at -5-, or fax -6-. The buyer will notify the FBO administrator upon receiving the NDA. The administrator will grant approval to view/download the TDP. An email stating approval has been granted will be sent to the vendor. It can take up to 24 hours after approval before you are able to view the TDP. If you have any questions/problems viewing the TDP contact the buyer.

[End of Clause]

3            52.211-4010            ACQUISITION OF SOURCE-CONTROLLED PART NUMBER            FEB/1998  
(TACOM)

Acquisition under this contract is restricted to:

(1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and

(2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided (i) that these nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a nonlisted part number as described in this paragraph (2) have executed the provision 52.211-4038 entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM herein.

[End of Clause]

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4            52.211-4018            ACQUISITION OF MANUFACTURER'S PART NUMBER            MAY/1996  
(TACOM)

This acquisition is restricted to the item description set forth in the Schedule which specifies a manufacturer's part number. Since complete Government data for the item are not available, it is understood and agreed that references to specifications and drawings herein shall be deemed to include all changes or revisions thereto which the contractor has made effective as of the date of delivery of any of the items provided for in this contract; provided, that no such change or revision which affects the interchangeability of the item (ability to be interchanged with previous parts or to connect with all mating parts when assembled) shall be effected without the approval of the Procuring Contracting Officer. The contractor agrees that he will furnish to the Administrative Contracting Officer or Government Inspector, for the purpose of making inspection under any resulting contract, copies of the applicable specifications and drawings indicating all changes or revisions.

[End of Clause]

5            52.248-4502            CONFIGURATION MANAGEMENT DOCUMENTATION            JUL/2001  
TACOM (RI)

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs), and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall included NORs completely defining the change to be made. Contractors may also submit RFD, which define a temporary departure from the Technical Data package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

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 under the terms of the VE clause in the contract.

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.

(CS7110)

(End of Clause)

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PACKAGING AND MARKING

Regulatory Cite	Title	Date
1 52.211-4500 TACOM (RI)	PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)	DEC/2007

A. The preservation, packing, and marking requirements for the item identified above shall be accomplished in accordance with the requirements in the specification/standard defined below.

B. The following requirements shall apply:

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

C. Marking: In addition to any special marking markings called out by the specification/standard above;

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

D. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations 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. The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions in paragraph G below. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO with copies to the ACO. The government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing.

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. When applicable, packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:

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

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

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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.

SUPPLEMENTAL INSTRUCTIONS: -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 is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. All variations must be approved by the Contracting Office prior to implementation. The load shall be contained in a manner that will permit safe handling during shipment and storage.

Packaging shall be in accordance with MIL-STD-2073-1D and have successfully passed test levels of ASTM D 4169, Distribution Cycle 18, Assurance Level II, Acceptance Criterion 3, Military packing Level B . The warehouse stacking height shall be 16 ft. The shipping unit shall be the unit pack. Marking shall be in accordance with MIL-STD-129. Testing shall be witnessed by the Government Quality Assurance Representative. Packaged gross weight and size shall be included on the test report as well as a detailed description of the packaging. The Contractor is exempted from testing if other data can be provided (see para. 5.6 of MIL-STD-2073-1D) and is acceptable to the Government. Similar items do not require retesting.

(DS6418)

(End of Clause)

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## INSPECTION AND ACCEPTANCE

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

5	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: DRS Tactical Systems 1RWE7  
(Name) (CAGE)

100 N. Babcock St. Melbourne FL 32935-6715  
(Address) (City) (State) (Zip)

ACCEPTANCE POINT: DRS Tactical Systems 1RWE7  
(Name) (CAGE)

100 N. Babcock St. Melbourne FL 32935-6715  
(Address) (City) (State) (Zip)

[End of Clause]

6	52.246-4803 (DLA LAND WARREN)	DRAWINGS FOR INSPECTION	JAN/2013
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(a) 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.

(b) 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.

(c) The Government may rely on the Contractor's Certificate of Conformance, IAW FAR 52.246-15, that the item tendered for acceptance conforms to the contract requirements. However, conditions may warrant that the Contractor be required to make available to the Government the drawings, specifications, or other technical data such that the Government can determine if the item meets the contract

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requirements. These conditions may include, but are not limited to, the following: 1) Complex items or items which have quality characteristics for which contractual conformance must be established through precise measurements and functional operation, either as an individual item or in conjunction with other items. 2) Items used in critical applications or items denoted as critical on technical data. 3) Items with known quality conformance issues. 4) Items with an unstable design history. 5) Contractor changes in technical requirements, technical data, and/or production processes which impact the fit, form, or function of the item.

[End of clause]

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## DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-15	STOP-WORK ORDER	AUG/1989
2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
3	52.247-29	F.O.B. ORIGIN	FEB/2006
4	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
5	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
6	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
7	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	DEC/2013

(a) Definitions. As used in this clause

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

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"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
<u>N/A</u>	<u>N/A</u>

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
<u>N/A</u>	<u>N/A</u>

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in

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Attachment Number N/A.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number N/A.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

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(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

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(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number N/A, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

8

252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION

SEP/2011

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N/A

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

(i) Shipments of bulk commodities.

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

(c) The Contractor shall--

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

(2) Use passive tags that are readable; and

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

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





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[ ] are
[ X ] are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

[ X ] are
[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

Pricing does not include transportation as our orders from DLA usually include the First Destination Transportation clause (52.247-9059) and are shipped FOB Origin Government Arranged Transportation.

RAIL: \_\_\_\_\_/Unit MOTOR: \_\_\_\_\_/Unit WATER: \_\_\_\_\_ /Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Clause]

12 52.247-4011 FOB POINT SEP/1978
(TACOM)

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant: Melbourne, FL 32935 Brevard County
City) (State) (ZIP) (County)

(2) Subcontractor's Plant: N/A
(City) (State) (ZIP) (County)

[End of Clause]

13 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009
(TACOM) ADDRESSES

Table with 5 columns: Rail/Motor, Address, Rail Ship To, Motor Ship To, Parcel Post Mail To. Rows include MILSTRIP, W25G1U, and 206721/209405.

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

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
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471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
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209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
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661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
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NOTE: Drivers must schedule an appointment for delivery at least 24 hours in advance. Deliveries will be scheduled for Monday-Friday, 0700-1300. E-mail or fax the PCO at CML (903)334-2208 or CML (903)334-2881. POC's are available Monday-Saturday, 0700-1730 with the exception of government holidays. For directions, please call CML (903)334-3060. Trucks enter through the commercial carrier route entrance and report to building 23 Truck Control 30 minutes prior to their scheduled appointment. Carriers that arrive at Truck Control without appointments will be placed at the end of the day's schedule unless there is an earlier opening and will be worked/unloaded as soon as possible.

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

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

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

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

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

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

[End of Clause]





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## SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004

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

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: [\\\*HYPERLINK "http://www.ccr.gov/"http://www.ccr.gov/](http://www.ccr.gov/) . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

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

Warren: [\\\*HYPERLINK](#)["http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm"](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)[http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)Rock Island: [\\\*HYPERLINK "https://aais.ria.army.mil/AAIS/AWDINFO/index.htm"](https://aais.ria.army.mil/AAIS/AWDINFO/index.htm)<https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>Picatinny: [\\\*HYPERLINK "http://procnet.pica.army.mil/dbi/DynCBD/award.cfm"](http://procnet.pica.army.mil/dbi/DynCBD/award.cfm)<http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>Red River Army Depot: [\\\*HYPERLINK](#)["http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm"](http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm)<http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm>Anniston Army Depot: [\\\*HYPERLINK "http://www.anadprocnet.army.mil/"http://www.anadprocnet.army.mil/](http://www.anadprocnet.army.mil/)

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

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

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

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

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

2	52.245-4500 TACOM LCMC (RI)	DEMILITARIZATION AND TRADE SECURITY CONTROL REQUIREMENTS AND PROCEDURES	OCT/2006
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## I. Demil and Trade Security Controls (TSCs) Summary:

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

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

C. The DoD policy and requirements for demil and TSCs are contained in the DoD 4160.21-M-1, Demil and TSCs Manual. This manual is hereby incorporated by reference, and its terms, conditions, and procedures are valid and enforceable as contractual requirements. If there is a conflict between the Demil and TSCs Manual and the Demil and TSC Clause herein, the Demil and TSCs Manual takes precedence.

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

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

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

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

H. The Contractor agrees that demil performed under this contract will be conducted in accordance with this clause or DoD 4160.21-M-1, Demil and TSCs Manual, and all demilitarized material will meet or exceed the definition of scrap as defined by this clause.

## II. Definitions:

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

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

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

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

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

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

G. Trade security control (TSC) is control procedures designed to preclude the sale or shipment of Munitions List or Commerce Control List items to any entity whose interests are inimical to those of the United States. These controls are also applicable to such other

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selected entities as may be designated by the Deputy Under Secretary of Defense (Trade Security Policy).

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

I. Significant military equipment (SME) is material for which special export controls are warranted because of their capacity for substantial military utility or capability. Items designated as SME require worldwide demil as prescribed in DoD 4160.21-M-1, Demil and TSCs Manual, appendix 4.

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

III. Applicability:

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

IV. Contractor Demil and TSCs:

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

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

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

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

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

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

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

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

VI. Demil Waivers:

A. The Contractor may request a demil waiver for contractual requirements. However, any waiver must be predicated upon disposition of material in a manner that is consistent with the guidelines and intent of applicable demil and TSC laws and regulations. All requests for demil waivers must be submitted in writing through the PCO and the Armys Demil PM to the DoD Demil PM. Waiver request must be approved prior to Contractor disposition of any contract excess property and prior to the release of final DD Form 250 for payment. All waiver requests must specify the items, quantity, proposed disposition of the material, and any additional terms. If written approval of the request for a demil waiver is not granted within 45 days of submission, the demil request shall be deemed disapproved. The Contractor is not entitled to demil waiver. Contact the PCO for additional specific guidance.

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

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

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VIII. Contractor Access and Identification of Demilitarization Requirements:

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

1. Logon to Army Electronic Product Support (AEPS) Website <https://aeps.ria.army.mil/>. This displays the U.S. Army Materiel Command Army Electronic Product Support Website entrance portal.
2. Click on Accept. This displays the Public Applications page.
3. If you have an AEPS account, go to step 4 below. First time users, click on How to Enter AEPS and then follow instructions for Government Contractors to establish an AEPS account.
4. Click on Enter AEPS and enter your UserID and Password.
5. Under Popular Applications, click on Contractor Demil Code Query which displays an interactive searchable database containing all part numbers that have been assigned a National Stock Number (NSN) in the FLIS.
6. Click on the icon Demilitarization Code Definitions provided on this web page. Print these definitions for future reference and close the screen.

B. The Contractors demilitarization requirement:

1. The Contractors demilitarization requirement is based on the demilitarization code (A, B, C, D, E, F, G, P or Q) assigned to the property and its corresponding definition.
2. Identify the current demilitarization code assigned by entering the part number (P/N) or National Item Identification Number (NIIN) of the property in question and click on Enter.  
 Note: If an NSN has NOT been assigned to the property in question, the demilitarization code for the property is not in this database. Contact the PCO for the demilitarization requirements for property if the demilitarization code could not be identified in this database.
3. Result will be the current demilitarization code. Match the demilitarization code with its definition. Demilitarize excess property in accordance with the demilitarization code definition.

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

Option 1:

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

Option 2:

1. Abandon or sell the excess GFE and transfer the title to the Contractor.
2. Prior to the Government transferring the title of demilitarized or un-demilitarized excess GFE and regardless of its serviceability, all TSC laws must be satisfied. Therefore, the Contractor must be in possession of an approved end use certificate (EUC), DLA Form 1822, before the Government transfers title to the property.
3. The EUC is the U.S. Government's instrument to ensure the Contractor is aware of and agrees to assume the responsibility for future TSC requirements and demilitarization cost and liabilities for the excess GFE. The demilitarization and TSC requirements for MLI/CLE do not diminish over time. For complete TSC requirements, see paragraph IX of this clause and DoD 4160.21-M-1, Demilitarization and TSCs Manual.
4. Contractors and other persons must obtain the permission of the PCO prior to any subsequent disposition or sale. Any subsequent disposition or sale will be accomplished in accordance with DoD 4160.21-M-1, Demilitarization and TSCs Manual.

Option 3:

The Contractor returns excess GFE to the Government's control for disposal and the Government ensures adequate disposal occurs per DoD 4160.21-M-1, Demilitarization and TSCs Manual.

IX. Demilitarization and Trade Security Controls Matrix

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

	Demil Code	Demil Req'd	No Demil Req'd	TSC Required
Non-MLI/or Non-CCLI	A Commercial		X	
MLI-Non-SME	B		X	X EUC DLA Form 1822
MLI/SME	C	X		X EUC DLA Form 1822
MLI/SME	D	X		X EUC DLA Form 1822
MLI/Non-SME	E	X		X EUC DLA Form 1822

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MLI/SME	F	X	X EUC DLA Form 1822
MLISME	G	X	X EUC DLA Form 1822
MLI/SME	P	X	X EUC DLA Form 1822
EAR/CCLI	Q Dual Use/ Commercial	X	X EUC DLA Form 1822

HS7144

(End of clause)

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CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
2	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
3	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
4	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
5	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
6	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
7	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000	MAY/2014
8	52.222-26	EQUAL OPPORTUNITY	MAR/2007
9	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
10	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
11	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
12	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
13	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
14	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
15	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
16	52.243-1	CHANGES--FIXED PRICE	AUG/1987
17	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
18	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
19	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
20	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
21	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
22	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
23	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
24	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
25	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
26	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
27	252.204-7015	DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS	FEB/2014
28	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
29	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
30	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
31	252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	SEP/2006
32	252.225-7013	DUTY-FREE ENTRY	OCT/2013
33	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
34	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
35	252.225-7036	BUY AMERICAN--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM (DEC 2012) -- ALTERNATE IV (NOV 2012)	NOV/2012
36	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
37	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
38	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
39	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
40	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
41	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
42	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
43	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
44	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
45	252.247-7003	PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER	JUN/2013
46	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	APR/2014
47	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
48	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	FEB/2006

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the DLA Land - Warren and the actual total transportation charges paid to the carrier(s) by the consignor or

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consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the DLA Land - Warren and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. N/A. This may be confirmed by contacting Contractor to fill-in the contract administration office listed in the contract.

(End of Clause)

49            52.213-4            TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL            JUL/2014  
ITEMS)

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

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

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

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

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

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

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

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

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

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

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

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

(iv) 52.232-25, Prompt Payment (Jul 2013).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (Jul 2014).

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

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

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

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).

(ii) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 32 of 39**

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(iv) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(v) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (Jul 2014/Sep 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

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

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

(A) Delivered;

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

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

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

(x) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

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

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

(xi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(xii) 52.232-33, Payment by Electronic Funds Transfer/Central Contractor Registration (Jul 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xiii) 52.232-34, Payment by Electronic Funds Transfer/Other than Central Contractor Registration (Jul 2013). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

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

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

(i) 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000).

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

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

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

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the

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same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): ://farsite.hill.af.mil/VFFARA.HTM or ://farsite.hill.af.mil/VDFDARA.HTM or ://farsite.hill.af.mil/VFAFARA.HTM

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

(End of Clause)

50

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

JUL/2013

(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

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clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

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

(3) For long-term contracts

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

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

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

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

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

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

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

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

(End of clause)

51            52.223-3            HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA            JAN/1997

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

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

Material (If none, insert None)	Identification No.
None	

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

52            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)

53            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)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 36 of 39</b>
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54                    252.211-7005                    SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS                    NOV/2005

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

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

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

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

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

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

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

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

(Offeror insert information for each SPI process)

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

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

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

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

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

(End of clause)

55                    252.223-7001                    HAZARD WARNING LABELS                    DEC/1991

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;



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disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor\\_protege/](http://www.acq.osd.mil/sadbu/mentor_protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

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

[End of Clause]

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**Name of Offeror or Contractor:** DRS TEST & ENERGY MANAGEMENT, LLC

## 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	CONTRACT DATA REQUIREMENTS LIST	28-MAY-2014	002	DATA
Exhibit B	DOCUMENT SUMMARY LIST	28-MAY-2014	001	DATA
	<u>Regulatory Cite</u>	<u>Title</u>		<u>Date</u>
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, available in electronic format on the internet at: [http://contracting.tacom.army.mil/acqinfo/SolAtchARDEC\\_ECBC.htm](http://contracting.tacom.army.mil/acqinfo/SolAtchARDEC_ECBC.htm) are Standard Solicitation Attachments. Vendors should ensure that they have the correct attachments in their possession prior to submitting a bid/proposal/quote.

<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Address Code Distribution	2006	1 Pg
Address List	2006	1 Pg
Data Delivery Description Engineering Change Proposal	JUL 2001	9 Pgs
Data Delivery Description Notice of Revision	JUL 2001	2 Pgs
Data Delivery Description Request for Deviation	JUL 2001	4 Pgs
Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs

CONTRACT DATA REQUIREMENTS LIST  
 DD FORM 1423 (MECHANIZED)

CATEGORY: MISC      SYSTEM/ITEM: WIRING HARNESS  
 TO CONTRACT/PR: EH45E086EH  
 NSN: 6150-01-500-6953

1. SEQUENCE NUMBER		14. DRFT/REG/REPRO
2. TITLE OF DATA ITEM		DISTRIBUTION      COPIES
3. SUBTITLE		
4. DATA ITEM NUMBER		
5. CONTRACT REFERENCE		
6. TECHNICAL OFFICE	7. DD 250	8. APP CODE      9. DIST STATEMENT REQUIRED
10. FREQUENCY		11. AS OF DATE
12. DATE OF 1ST SUBMISSION		13. DATE OF SUBSEQUENT SUBMISSION

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1. A001		14. SEE ADDRESS CODE    /    /
2. ENGINEERING CHANGE PROPOSAL (ECP)		DISTRIBUTION
(MIL-STD-3046)		ATTACHED**
3.		
4. DI-SESS-81880		
5. SECTION C & MIL-STD-3046		
6. RDAR-EIS-PD	7. LT	8. N/A      9. *
10. ASREQ	11. N/A	15. TOTAL    0/ 0/ 0
12. ASREQ	13. ASREQ	

16. REMARKS

DATA MUST BE IN GOVERNMENT COMPATIBLE SOFTWARE (e.g., MICROSOFT OFFICE OR PORTABLE DOCUMENT FORMAT (pdf)). \*DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER. \*\*SUBMIT ELECTRONICALLY TO <mailto:USARMY.RIA.ARDEC.MBX.ARDEC-ECP-INPUT@MAIL.MIL>. ELECTRONIC FILES SHALL BE LESS THAN 7MB. THE PREFERRED METHOD IS THE DD FORM 1692 WHICH IS LOCATED AT <http://www.dtic.mil/whs/directives/infomgt/forms/>. CONTRACTOR FORMAT ALTERNATIVE TO THE DD FORM IS ACCEPTABLE PROVIDED THE NECESSARY DATA ELEMENTS ARE PROVIDED.

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1. A002		14. SEE ADDRESS CODE    /    /
2. REQUEST FOR VARIANCE (RFV)		DISTRIBUTION
(MIL-STD-3046)		ATTACHED**
3.		
4. DI-SESS-81883		
5. SECTION C & MIL-STD-3046		
6. RDAR-EIS-PD	7. LT	8. N/A      9. *
10. ASREQ	11. N/A	15. TOTAL    0/ 0/ 0
12. ASREQ	13. ASREQ	

16. REMARKS

DATA MUST BE IN GOVERNMENT COMPATIBLE SOFTWARE (e.g., MICROSOFT OFFICE OR PORTABLE DOCUMENT FORMAT (pdf)). \*DISTRIBUTION STATEMENT WILL BE ASSIGNED

AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER. \*\*SUBMIT ELECTRONICALLY TO  
mailto:USARMY.RIA.ARDEC.MBX.ARDEC-ECP-INPUT@MAIL.MIL. ELECTRONIC FILES SHALL BE  
LESS THAN 7MB. THE PREFERRED METHOD IS THE DD FORM 1694 WHICH IS LOCATED AT  
http://www.dtic.mil/whs/directives/infomgt/forms/. CONTRACTOR FORMAT  
ALTERNATIVE TO THE DD FORM IS ACCEPTABLE PROVIDED THE NECESSARY DATA  
ELEMENTS ARE PROVIDED.

- 
- |                             |           |                  |         |            |
|-----------------------------|-----------|------------------|---------|------------|
| 1. A003                     |           | 14.              |         |            |
|                             |           | SEE ADDRESS CODE | / /     |            |
| 2. NOTICE OF REVISION (NOR) |           | DISTRIBUTION     |         |            |
| (MIL-STD-3046)              |           |                  |         | ATTACHED** |
| 3.                          |           |                  |         |            |
| 4. DI-SESS-81881            |           |                  |         |            |
| 5. SECTION C & MIL-STD-3046 |           |                  |         |            |
| 6. RDAR-EIS-PD              | 7. LT     | 8. N/A           | 9. *    |            |
| 10. ASREQ                   | 11. N/A   | 15. TOTAL        | 0/ 0/ 0 |            |
| 12. ASREQ                   | 13. ASREQ |                  |         |            |

16. REMARKS  
DATA MUST BE IN GOVERNMENT COMPATIBLE SOFTWARE (e.g., MICROSOFT OFFICE OR  
PORTABLE DOCUMENT FORMAT (pdf)). \*DISTRIBUTION STATEMENT WILL BE ASSIGNED  
AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER. \*\*SUBMIT ELECTRONICALLY TO  
mailto:USARMY.RIA.ARDEC.MBX.ARDEC-ECP-INPUT@MAIL.MIL. ELECTRONIC FILES SHALL BE  
LESS THAN 7MB. THE PREFERRED METHOD IS THE DD FORM 1695 WHICH IS LOCATED AT  
http://www.dtic.mil/whs/directives/infomgt/forms/. CONTRACTOR FORMAT  
ALTERNATIVE TO THE DD FORM IS ACCEPTABLE PROVIDED THE NECESSARY DATA  
ELEMENTS ARE PROVIDED.

-----  
DATE: 5 MAY 14

DOCUMENT SUMMARY LIST

Item: WIRING HARNESS  
 NSN: 6150-01-500-6953  
 Control Number/PRON: EH45E086EH

Identifies all first tier documents (cited in SOW) (applicable DIDs). Also included are all referenced documents (2nd, (includes DID block 10 references), 3rd and lower tier) which have been tailored.

DOCUMENT CATEGORY:

CATEGORY 0 - Unless otherwise specified in the solicitation, contract, or contract modifications, all documents are for guidance and information only.

CATEGORY 1 - The requirements contained in the directly cited document are contractually applicable to the extent specified. All referenced documents are for guidance and information only.

CATEGORY 2 - The requirements contained in the directly cited document and the reference documents identified in the directly cited document are contractually applicable to the extent specified. All subsequently referenced documents are for guidance and information only.

CATEGORY 3 - Unless otherwise specified in the solicitation, contract or contract modification, all requirements contained in the directly cited document and all reference and subsequently referenced documents are contractually applicable to the extent specified.

Document Number (Contract Reference) Applicable Tailoring	Document Title	Document Date/ Document Category
1a. MIL-STD-3046(Army)	Department of Defense Interim Standard Practice Configuration Management	06 Mar 13 Cat 2
1b. DI-SESS-81880 (DD Form 1423)	Engineering Change Proposal (ECP) (MIL-STD-3046)	28 Feb 13 Cat 1
1c. DI-SESS-81883 (DD Form 1423)	Request for Variance (RFV) (MIL-STD-3046)	28 Feb 13 Cat 1
1d. DI-SESS-81881 (DD Form 1423)	Notice of Revision (NOR) (MIL-STD-3046)	28 Feb 13 Cat 1