

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1	Of 40	Pages
2. Contract (Proc. Inst. Ident.) No. W56HZV-13-C-0306		3. Effective Date 2013AUG09	4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By U.S. ARMY CONTRACTING COMMAND ERIC BUCHHOLZ WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60005-2451		Code S1403A	
e-mail address: ERIC.BUCHHOLZ@US.ARMY.MIL						

7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) SILICONE RUBBER RIGHT PRODUCTS LLC 112 W LAKE ST MELROSE PARK, IL 60164-2426		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)	
		9. Discount For Prompt Payment	
Code 18048		10. Submit Invoices (4 Copies Unless Otherwise Specified)	
Facility Code		To The Address Shown In:	
		Item 12	

11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381		Code HQ0339
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13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)		14. Accounting And Appropriation Data SEE SECTION G			
15A. Item No.	15B. Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SEE SCHEDULE					
15G. Total Amount Of Contract →					\$1,211,628.23

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	33
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	11	X	J	List of Attachments	40
X	D	Packaging and Marking	14	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	18		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	23		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	26		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	28				

Contracting Officer Will Complete Item 17 (Sealed-Bid or Negotiated Procurement) Or 18 (Sealed-Bid Procurement) As Applicable

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. Name And Title Of Signer (Type Or Print)		20A. Name Of Contracting Officer DOROTHY Y. RIESE DEE.RIESE@US.ARMY.MIL (586)282-5258	
19B. Name of Contractor	19c. Date Signed	20B. United States Of America	20C. Date Signed 2013AUG09
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-C-0306 MOD/AMD	Page 2 of 40
Name of Offeror or Contractor: SILICONE RUBBER RIGHT PRODUCTS LLC		

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ERIC BUCHHOLZ
 Buyer Office Symbol/Telephone Number: CCTA-ADT-A/(586)282-9723
 Type of Contract: Firm Fixed Price
 Kind of Contract: Supply Contracts and Priced Orders
 Type of Business: Small Disadvantaged Business Performing in U.S.
 Surveillance Criticality Designator: B
 Weapon System: Gas Masks

*** End of Narrative A0000 ***

A.1 ADMINISTRATIVE SUMMARY

A.1.1 This Administrative Summary is provided as a synopsis of important and relevant features of this award. If conflict exists between this summary and the provisions of the award, the provisions of the award govern. Please retrieve all documents from the Army Contracting Command-Warren website and FedBizOpps.

Under the authority of FAR Part 16.2, Fixed Priced Contracts, the U.S. Army Contracting Command-Warren (ACC-WRN)(DTA) intends to award a Firm-Fixed Price Contract for the Drink Tube, Internal, NSN: 4240-01-441-0557, Drink Tube, Internal, NSN: 4240-01-260-8711, and for the Outlet Cover Valve, NSN: 4240-01-260-8699 for use on the M40A1/M42A2 series gas mask.

A.1.2 ACC-WRN is awarding a sole source contract under the authority of FAR 6.302-2(a)(2)(ii), "Only One Responsible Source and No Other Supplies or Services Will Satisfy Agency Requirements," to supply the following item(s):

Item Name: Drink Tube, Internal
 NSN: 4240-01-441-0557
 Part Number: 5-1-2959
 Quantity: 58,815 packages (5 per package); 294,075 each

Item Name: Drink Tube, Internal
 NSN: 4240-01-260-8711
 Part Number: 5-1-1085
 Quantity: 6,166 bags (10 per bag); 61,660 each

Item Name: Outlet Valve Cover
 NSN: 4240-01-260-8699
 Part Number: 5-1-1009
 Quantity: 206,583 each

**Quantities of Internal Drink Tubes and Outlet Valve Covers shall be shipped as bulk.

A.1.3 UNIQUE ASPECTS OF THIS AWARD:

- a. This Award W56HZV-13-C-0306, will result in a Firm-Fixed-Price contract.
- b. We are buying to TDP Numbers: 5-1-2959, 5-1-1085, and 5-1-1009. There is a requirement for Special Packaging Instructions: P5-1-2959, see NOR 213-0022-002; P5-1-1085, REV. E, DATED 14 MAY 10; and P5-1-1009, see NOR 213-0022-004.
- c. This award is being procured under the authority of "Only One Responsible Source and No Other Supplies or Services Will Satisfy Agency Requirements," on a sole source basis in accordance with FAR 6.302-2(a)(2)(ii), to Silicone Rubber Right Products, LLC located at 112 W. Lake St., Melrose Park, IL 60164-2426. CAGE Code 18048.
- d. A First Article Test (FAT) is not required.
- e. Inspection/Acceptance/FOB Point for Production shall be Source/Source/Destination.
- f. TDP and SPI Link: The Technical Data package (TDP) and Special Packaging Instructions (SPI) can be found at (URL):

<https://www.fbo.gov/fedteds/W56HZV12R0339>

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-C-0306 MOD/AMD	Page 3 of 40
Name of Offeror or Contractor: SILICONE RUBBER RIGHT PRODUCTS LLC		

*** END OF NARRATIVE A0002 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4850 ACCEPTANCE APPENDIX	SEP/2008

(a) Contract Number W56HZV-13-C-0306 is awarded to Silicone Rubber Rights Products LLC, 112 W Lake St., Melrose Park, IL 60164-2424 (CAGE 18048).

(b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.

(c) Any attachments not included within this document will be provided by Army Contracting Command - Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by Army Contracting Command - Warren to the ACO. Within one week of this award, any office not able to obtain attachments from the Army Contracting Command - Warren website (<https://contracting.tacom.army.mil/>) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.

The First Article Test (FAT) requirement has been waived for Silicone Rubber Rights Products LLC for this procurement only. All references to FAT requirements in this procurement are to be disregarded.

(d) The following Amendment(s) to the solicitation are incorporated into this contract: 0001

[End of Clause]

A-2	52.201-4000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON	APR/2011
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Information regarding the Ombudsperson for this contract is located at the following website:
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Provision]

A-3	52.227-4500 DISTRIBUTION AND DESTRUCTION OF EXPORT CONTROL TECHNICAL DATA PACKAGE (WARREN)	JUL/2012
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This solicitation and resulting contract contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

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

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

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

[End of clause]

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-C-0306 MOD/AMD

Name of Offeror or Contractor: SILICONE RUBBER RIGHT PRODUCTS LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																	
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																					
0001	DRINK TUBE, INTERNAL NSN: 4240-01-441-0557 CLIN CONTRACT TYPE: Firm Fixed Price FSCM: 81361 PART NR: 5-1-2959																																					
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>294075</p> <p>EA</p> <p>\$ 0.67200</p> <p>\$ 197,618.40</p> <p>GENERIC NAME DESCRIPTION: DRINK TUBE, INTERNAL PRON: EH3Y5885EH PRON AMD: 03 ACRN: AA AMS CD: SM2B1100000 PSC: 4240</p> <p>58,815 packages consisting of 5 each per package, resulting in a total of 294,075 each.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table border="1" data-bbox="264 1394 846 1444"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>W56HZV2333F543</td> <td>W22PVJ</td> <td>J</td> <td></td> <td>1</td> </tr> </tbody> </table> <table border="1" data-bbox="264 1451 846 1766"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>50,000</td> <td>06-JAN-2014</td> </tr> <tr> <td>002</td> <td>50,000</td> <td>05-FEB-2014</td> </tr> <tr> <td>003</td> <td>50,000</td> <td>07-MAR-2014</td> </tr> <tr> <td>004</td> <td>50,000</td> <td>06-APR-2014</td> </tr> <tr> <td>005</td> <td>50,000</td> <td>06-MAY-2014</td> </tr> <tr> <td>006</td> <td>44,075</td> <td>05-JUN-2014</td> </tr> </tbody> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT BLUE GRASS ARMY DEPOT</p> </p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W56HZV2333F543	W22PVJ	J		1	DEL REL CD	QUANTITY	DEL DATE	001	50,000	06-JAN-2014	002	50,000	05-FEB-2014	003	50,000	07-MAR-2014	004	50,000	06-APR-2014	005	50,000	06-MAY-2014	006	44,075	05-JUN-2014	294075	EA	\$ 0.67200	\$ 197,618.40
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																	
001	W56HZV2333F543	W22PVJ	J		1																																	
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006	44,075	05-JUN-2014																																				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-C-0306 MOD/AMD

Name of Offeror or Contractor: SILICONE RUBBER RIGHT PRODUCTS LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
	431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND, KY, 40475-5070 Blue Grass Army Depot hours of operation for receipt of shipments are Monday Through Thursday, 7:00 a.m. to 4:30 p.m. There is no acceptance of shipments of Fridays or holidays. (End of narrative F001)																									
0002	DRINK TUBE, INTERNAL NSN: 4240-01-260-8711 CLIN CONTRACT TYPE: Firm Fixed Price FSCM: 81361 PART NR: 5-1-1085																									
0002AA	<u>PRODUCTION QUANTITY</u> GENERIC NAME DESCRIPTION: DRINK TUBE, INTERNAL PRON: EH3Y5884EH PRON AMD: 03 ACRN: AA AMS CD: SM2B1100000 PSC: 4240 6,166 bags consisting of 10 per bag, resulting in a total of 61,660 each (End of narrative B001) <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table border="0" data-bbox="259 1711 844 1753"> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td>W56HZV2333F542</td> <td>W22PVJ</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0" data-bbox="259 1764 844 1869"> <tr> <td>DEL REL CD</td> <td>QUANTITY</td> <td>DEL DATE</td> </tr> <tr> <td>001</td> <td>30,000</td> <td>06-JAN-2014</td> </tr> <tr> <td>002</td> <td>31,660</td> <td>05-FEB-2014</td> </tr> </table> FOB POINT: Destination	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W56HZV2333F542	W22PVJ	J		1	DEL REL CD	QUANTITY	DEL DATE	001	30,000	06-JAN-2014	002	31,660	05-FEB-2014	61660	EA	\$ 0.66500	\$ 41,003.90
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																					
001	W56HZV2333F542	W22PVJ	J		1																					
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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-C-0306 MOD/AMD

Name of Offeror or Contractor: SILICONE RUBBER RIGHT PRODUCTS LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SHIP TO: (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT BLUE GRASS ARMY DEPOT 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND, KY, 40475-5070</p> <p>Blue Grass Army Depot hours of operation for receipt of shipments are Monday Through Thursday, 7:00 a.m. to 4:30 p.m. There is no acceptance of shipments of Fridays or holidays.</p> <p>(End of narrative F001)</p>				
0003	<p>COVER, OUTLET VALVE NSN: 4240-01-260-8699 CLIN CONTRACT TYPE: Firm Fixed Price FSCM: 81361 PART NR: 5-1-1009</p>				
0003AA	<p><u>PRODUCTION QUANTITY</u></p> <p>GENERIC NAME DESCRIPTION: COVER, OUTLET VALVE PRON: EH3Y5883EH PRON AMD: 03 ACRN: AA AMS CD: SM2B1100000 PSC: 4240</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZV2333F541 W22PVJ J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 10,000 07-DEC-2013 002 10,000 06-JAN-2014 003 10,000 05-FEB-2014 004 10,000 07-MAR-2014</p>	206583	EA	\$ 4.71000	\$ 973,005.93

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-C-0306 MOD/AMD

Name of Offeror or Contractor: SILICONE RUBBER RIGHT PRODUCTS LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>ENGINEERING CHANGE PROPOSAL (ECP) IN ACCORDANCE WITH CDRL A001.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 AS REQUIRED</p>				
A002	<p><u>REQUEST FOR DEVIATION (RFD)</u></p> <p>REQUEST FOR DEVIATION (RFD) IN ACCORDANCE WITH CDRL A002.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 AS REQUIRED</p>	1	LO		\$ ** NSP **
A003	<p><u>NOTICE OF REVISION (NOR)</u></p> <p>NOTICE OF REVISION (NOR) IN ACCORDANCE WITH CDRL A003.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 AS REQUIRED</p>	1	LO		\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-13-C-0306 MOD/AMD

Name of Offeror or Contractor: SILICONE RUBBER RIGHT PRODUCTS LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	<table><tr><td data-bbox="261 281 358 302">DLVR SCH</td><td data-bbox="431 306 589 327"><u>QUANTITY</u></td><td data-bbox="643 281 760 302">PERF COMPL</td><td data-bbox="675 306 760 327"><u>DATE</u></td></tr><tr><td data-bbox="261 331 334 352">001</td><td data-bbox="496 331 513 352">1</td><td data-bbox="643 331 769 352">AS REQUIRED</td><td></td></tr></table>	DLVR SCH	<u>QUANTITY</u>	PERF COMPL	<u>DATE</u>	001	1	AS REQUIRED					
DLVR SCH	<u>QUANTITY</u>	PERF COMPL	<u>DATE</u>										
001	1	AS REQUIRED											

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MOD/AMD

Name of Offeror or Contractor: SILICONE RUBBER RIGHT PRODUCTS LLC

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION C: ENGINEERING EXCEPTIONS CAN BE FOUND IN THE LINK ESTABLISHED FOR THIS CONTRACT AT: <https://www.fbo.gov//W56HZV12R0339>. THIS IS A DISTRIBUTION C AND EXPORT CONTROLLED TDP.

C.1 APPLICABLE DOCUMENTS

Note: The most recent versions of these documents, those in effect at the time of contract award, shall be utilized and will stay in effect throughout the life of the contract. Documents can be found at: http://assistdocs.com/search/search_basic.cfm

DATA ITEMS

DI-CMAN-80639C ENGINEERING CHANGE PROPOSAL (ECP) - CDRL A001
DI-CMAN-80640C REQUEST FOR DEVIATION (RFD) - CDRL A002
DI-CMAN-80642C NOTICE OF REVISION (NOR) - CDRL A003
DI-ADMIN-81505 RECORD OF MEETING MINUTES - CDRL A004
DI-MISC-81356A CERTIFICATE OF COMPLIANCE - CDRL A005
DI-NDTI-80809B PERFORMANCE VERIFICATION TEST REPORT - CDRL A006

SPECIFICATIONS/STANDARDS

MIL-STD-129/REV P STANDARD PRACTICE FOR MILITARY MARKING
MIL-STD-2073-1/REV D STANDARD PRACTICE FOR MILITARY PACKAGING

C.2 Start of Work Meeting, in Accordance with TACOM 52.204-4003

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

C.2.1 MEETINGS/CONFERENCES

C.2.2 Start of Work (SOW) Conference: Thirty (30) days after contract award a Start of Work Conference shall be held at the U.S. Army TACOM or at the Contractor's facility. The Contractor shall make available contract administration personnel, management, engineers, and logistic support personnel as the Government deems required. In this meeting, the Contractor shall present detailed paths/milestone graphic presentations that define contractor performance necessary to meet contract delivery requirements as defined in the Scope of Work. The Contractor shall provide to the Government an internal list of all functional contractor personnel involved in this contract. This list will be upgraded as required to maintain accuracy.

C.2.3 Contract Status Review Conference: As part of the overall contract management effort, the Contractor shall provide technical and managerial representative(s) to attend periodic meetings, at least once per year, at TACOM, to review contract status. This review shall be for one eight-hour day, or as specified. A conference may be called by either the Government or the Contractor to clarify any questions in regard to the contract requirements. Topics to be discussed shall include, but are not limited to, contract status, testing, production, logistics, technical issues, and deliverables. The Contractor will coordinate an agenda with the Procuring Contracting Officer (PCO) no later than 5 days prior to the meeting.

C.2.4 The Contractor shall take minutes of the above meetings. The PCO approved minutes shall be distributed to all parties no later than 10 days after the completion of the meeting.

C.2.5 When meetings are held at the Contractor's facility, the Contractor will make the following available for the Government's use:

C.2.6 Production or other required versions of any parts needed for viewing.

C.2.7 Required technical, logistics or other documentation (including drawings, computer data bases, publications, and other required data).

C.2.8 Computer resources, as required.

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Name of Offeror or Contractor: SILICONE RUBBER RIGHT PRODUCTS LLC

*** END OF NARRATIVE C0001 ***

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

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

[End of Clause]

C-2	52.210-4501 TACOM (RI)	DRAWINGS/SPECIFICATIONS	MAR/2010
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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 Packages/Technical Data Package Listings:

Internal Drink Tubes, NSN 4240-01-441-0557, TDPL 5-1-2959
 Internal Drink Tubes, NSN 4240-01-260-8711, TDPL 5-1-1085
 Outlet Cover Valves, NSN 4240-01-260-8699, TDPL 5-1-1009

with revisions in effect as of 09/22/11 for TDPL 5-1-2959, 08/30/11 for TDPL 5-1-1085, and 9/22/11 for TDPL 5-1-1009, are applicable to this procurement with the following exceptions:

N/A

(CS6100) (End of Clause)

C-3	52.211-4072	TECHNICAL DATA PACKAGE INFORMATION	JUL/2012
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The following Xd item applies to this solicitation:

- [] 1. There is no Technical Data Package (TDP) included with this solicitation.
- [] 2. This solicitation contains one or more web-located TDPs. If multiple Contract Line Item Numbers (CLINS) are listed below, each one will have its own URL just under the CLIN listing. The URL will take you to that CLINs Web-located TDP. To access the TDP, you will have to copy or type the links URL to your web browser address bar at the top of the screen.
 Note: To copy a link from a .pdf file, click on the Text Select Tool, then highlight the URL, copy and paste it into your browser, and hit the Enter key.

CLIN: N/A

TDP Link (URL): N/A

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

<https://www.fbo.gov/fedteds/W56HZV12R0339>

To access the data through FBO:

- a. Log on to the FBO web site.
- b. Enter your Marketing Partner Identification Number (MPIN).
- c. Search for the solicitation number.
- d. If solicitation is Export Controlled, select Verify MPIN.
 - (1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq..
 - (2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.
 - (3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to

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the next step.\~ To obtain certification, go to [://www.dlis.dla.mil/jcp/](http://www.dlis.dla.mil/jcp/)

click on documents and follow instructions provided. Processing time is estimated at six (6) to ten (10) weeks after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.

(4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

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

f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to [://www.fbo.gov/index](http://www.fbo.gov/index) The FBO helpdesk phone number is (866) 606-8220. Vendors are responsible for placing correct information in FBO.

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

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

[End of clause]

C-4 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION MAY/2013
TACOM
(RI)/ECBC

a. The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will affect a net life cycle cost), Notices of Revision (NORs), and Requests for Variance (RFVs) for the documents in this Technical Data Package (TDP). The contractor shall prepare these documents as required by the accompanying DD Form 1423, Contract Data Requirements List (CDRL).

b. Any contractor seeking to permanently depart from a requirement as spelled out in the TDP or any other baseline documentation under Government control, may propose to do so by submitting an ECP or VECP in accordance with (IAW) 5.5.3 of MIL-STD-3046. Both ECPs and VECPs shall be submitted to include NORs IAW 5.5.4 of MIL-STD-3046. The contractor shall not present any units incorporating any change to Government documentation until notified by the Government that the ECP or VECP has been approved and has been incorporated in the contract.

c. Any contractor seeking to temporarily depart from a requirement as spelled out in the TDP or any other baseline documentation under Government control, may request to do so by submitting an RFV IAW 5.5.8 of MIL-STD-3046. The contractor shall not present any units incorporating any variance to Government documentation until notified by the Government that the RFV has been approved and has been incorporated in the contract.

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

(e) 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.

(End of clause)

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SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1 52.211-4501 TACOM (RI)	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	DEC/2007

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

For Drink Tube, Internal, NSN 4240-01-20-8711

PRESERVATION: MILITARY
LEVEL OF PACKING: B
QUANTITY PER UNIT PACKAGE: 10 per bag
SPI NUMBER P-1-1085, Rev. E, Dated 14 May 2010

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

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

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

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

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

F. Hazardous Materials (as applicable):

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

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

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

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

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

G. SUPPLEMENTAL INSTRUCTIONS: -PLACE A RED X AND THE WORDS SHORT BOX ON THE FRONT OF ANY BOX THAT HAS A SHORT QUANTITY, THEN PLACE THAT BOX/BOXES WITH THE MARKINGS SHOWING ON THE TOP FRONT OF THE PALLET LOAD.

(DS6419)

(End of Clause)

D-2 52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL)
TACOM (RI)

DEC/2007

The preservation, packing, and marking requirements for the item identified above shall be accomplished in accordance with the performance requirements defined herein.

The following Packaging requirements shall apply:

Item Name: Internal Drink Tube
NSN: 4240-01-441-0557
Preservation: COMMERCIAL
Level of Packing: COMMERCIAL
Quantity Per Unit Package: BULK

Item Name: Outlet Cover Valve
NSN: 4240-01-260-8699
Preservation: COMMERCIAL
Level of Packing: COMMERCIAL
Quantity Per Unit Package: BULK

1. Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year, provide for multiple handling, redistribution and shipment by any mode and meet or exceed the following requirements.

1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

1.3 Cushioning - Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

2. Unit Package. A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box. Unit packs shall be designed to have minimum size and weight while retaining the protection required and enhancing standardization.

3. Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

4. Intermediate Package - Intermediate packaging is required whenever one or more of the following conditions exists:

- a. the quantity is over one (1) gross of the same national stock number,
- b. use enhances handling and inventorying,

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- c. the exterior surfaces of the unit pack is a bag of any type, regardless of size,
- d. the unit pack is less than 64 cubic inches,
- e. the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

5. Packing

5.1 Unit packages and intermediate packages meeting the requirements for a shipping container may be utilized as a shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

5.2 Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

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

7. Marking:

7.1. All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 4, dated 19 Sep 2007 including bar coding and a MSL label. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see <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 UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the unit load.

8. Hazardous Materials (as applicable):

8.1 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.)

8.2 When applicable, the 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).

8.3 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.

8.4 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.

9. 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

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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.

10. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

11. SUPPLEMENTAL INSTRUCTIONS: -PLACE A RED X AND THE WORDS "SHORT BOX" ON THE FRONT OF ANY BOX THAT HAS A SHORT QUANTITY, THEN PLACE THAT BOX/BOXES WITH THE MARKINGS SHOWING ON THE TOP FRONT OF THE PALLET LOAD.

(DS6422)

(End of Clause)

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

The following is applicable to CLINs 0001AA, 0002AA, and 0003AA:

Title	Number	Date	Tailoring
Quality Management Systems	ISO 9001:2008	15 Nov 2008	Untailored

(End of Clause)

E-5	52.246-4534 TACOM LCMC (RI)	PERFORMANCE VERIFICATION TESTING (CONTRACTOR FACILITY)	DEC/1997
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(a) Subsequent to completion of both contractor and Government inspection/verification actions, a test sample consisting of not less than 50 Outlet Valve Covers, of which not less than 5 from each mold cavity or mandrel shall be manufactured and packaged (when military packaging is required) using the same methods, materials, equipment, and processes as will be used during regular production, representing each EPDM and silicone rubber formulation. Twelve test slabs and three test buttons for physical properties, shall be produced using the same materials as will be used in regular production and submitted for inspection and approval in accordance with the terms of the contract.

Physical Properties: Shall conform to the requirements listed in table II when tested as specified in table IV. Samples from the initial production lot shall be selected by the Government Quality Assurance Representative (QAR) and shall consist of examination and test of all characteristics contained in DTL EA-R-1378C w/Amendment 2, SPI P5-1-1009, and all specifications and standards listed in the purchase order or contract. A detailed Certification of Conformance (CoC) shall be required for each characteristic specified for all components used in construction of the Outlet Valve Cover.

Packaging sample shall be taken from the initial production lot sample and consist of not less than three packaged and inspected IAW SPI 5-1-1009, MIL-STD 2073-1, Appendix G, DTL EA-R-1378C w/Amendment 2, para. 4.3.5 (r), applicable drawings, specifications and standards. The Level of Pack shall be as specified in the contract or purchase order. As determined by the Government, the sample level of pack shall be subject to any or all of the examinations and tests in the specifications, standards and applicable drawings.

The following applies to the verification testing of Internal Drink Tubes NSN 4240-01-441-0557:

Subsequent to completion of both contractor and Government inspection/verification actions, a test sample consisting of not less than 48 Internal Drink Tubes, of which not less than 12 from each mold cavity or mandrel shall be manufactured and packaged (when military packaging is required) using the same methods, materials, equipment, and processes as will be used during regular production, representing each silicone rubber formulation. Twelve test slabs and three test buttons and 3 circular discs submitted for physical properties testing shall be produced using the same materials as will be used in regular production and submitted for inspection and approval in accordance with the terms of the contract. Physical Properties: Shall conform to the requirements listed in table II when tested as specified in table IV. Samples from the initial production lot shall be selected by the Government Quality Assurance Representative (QAR) and shall consist of examination and test of all characteristics contained in DTL EA-R-1879 w/Amendment 2, SPI P5 1-2959, QAP 5-1-2959 and all specifications and standards listed in the purchase order or contract.

Chemical and Physical properties: Shall conform to the requirements listed in table I when tested as specified in table IV. Toxicity test: The vender shall provide objective evidence that Rubber formulations shall be non-toxic (see 3.2, 4.1.2.1, 6.2 thru 6.6). Once the Government has approved the rubber formulations, the contractor shall not make any major change (see 6.6) in the formulations or manufacturing processes. Type I, Class 1 product number 24750-V-BLK rubber previously approved in paragraph 6.3 of EA-DTL-1879 W/AMD2 for use in making this item. Reconfirmation of its acceptance by the Surgeon General is required prior to its use on new contracts. A detailed Certification of Conformance (CoC) shall be required for each characteristic specified for all components used in construction of the Internal Drink Tube.

Packaging sample shall be taken from teh initial production lot sample and consist of not less than three packaged and inspected IAW SPI

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5-1-1009, MIL-STD 2073-1, Appendix G, DTL EA-R-1879 w/Amendment 2, para. 4.3.5 (r), applicable drawings, specifications and standards. The Level of Pack shall be as specified in the contract or purchase order. As determined by the Government, the sample level of pack shall be subject to any or all of the examinations and tests in the specifications, standards and applicable drawings.

The following applies to the verification testing of Internal Drink Tubes NSN 4240-01-260-8711:

Subsequent to completion of both contractor and Government inspection/verification actions, a test sample consisting of not less than 50 Internal Drink Tubes, of which not less than 12 from each mold cavity or mandrel shall be manufactured and packaged (when military packaging is required) using the same methods, materials, equipment, and processes as will be used during regular production, representing each silicone rubber formulation. Twelve test slabs and three test buttons and 3 circular discs submitted for physical properties testing shall be produced using the same materials as will be used in regular production and submitted for inspection and approval in accordance with the terms of the contract.

Physical Properties: Shall conform to the requirements listed in table II when tested as specified in table IV. Samples from the initial production lot shall be selected by the Government Quality Assurance Representative (QAR) and shall consist of examination and test of all characteristics contained in DTL EA-R-1378C, SPI P5-1-1085, and all specifications and standards listed in the purchase order or contract.

Chemical and Physical properties: Shall conform to the requirements listed in table I when tested as specified in table IV. Toxicity test: The vender shall provide objective evidence that Rubber formulations shall be non-toxic (see 3.2, 4.1.2.1, 6.2 thru 6.6). Once the Government has approved the rubber formulations, the contractor shall not make any major change (see 6.6) in the formulations or manufacturing processes. Type I, Class 1 product number 24750-V-BLK rubber previously approved in paragraph 6.3 of EA-DTL-1378C for use in making this item. Reconfirmation of its acceptance by the Surgeon General is required prior to its use on new contracts. A detailed Certification of Conformance (CoC) shall be required for each characteristic specified for all components used in construction of the Internal Drink Tube.

Packaging sample shall be taken from teh initial production lot sample and consist of not less than three packaged and inspected IAW SPI 5-1-1085, MIL-STD 2073-1, Appendix G, DTL EA-R-1378C, para. 4.3.5 (K), applicable drawings, specifications and standards. The Level of Pack shall be as specified in the contract or purchase order. As determined by the Government, the sample level of pack shall be subject to any or all of the examinations and tests in the specifications, standards and applicable drawings.

(b) The test shall be conducted at the contractor's facility. A copy of the contractor's inspection/test results shall be provided with the test sample. The contractor shall notify the Contracting Officer in writing at least 15 calendar days prior to initiation of the (each) test. The contractor shall also provide a copy of such notification to the DCMA-QAR prior to submittal to the procuring activity and RDCB-DES-Q, ECBC-RI.

(c) For the Internal Drink Tubes, NSN 4240-01-441-0557, test samples shall be examined and/or tested in accordance with EA-DTL-1378C w/AM2, 4.3.5(a) and Table II. During production, physical property testing shall be required when a new batch of EPDM rubber is used. SPI P5-1-1009, MIL-STD 2073-1, Appendix G.

For the Outlet Cover Valves, NSN 4240-01-260-8699, test samples shall be examined and/or tested in accordance with EA-DTL-1378C, 4.3.5(a) and Table II, during production, physical property testing shall be required when a new batch of EPDM rubber is used. SPI-P5-1-1009, MIL-STD-2073-1, Appendix G.

For the Internal Drink Tubes, NSN 4240-01-260-8711, test samples shall be examined and/or tested in accordance with DTL EA-R-1378C, 4.3 and Table I, during production, physical property testing shall be required when a NEW batch of EPDM rubber is used; SPI-P5-1-1085, MIL-STD-2073-1, Appendix G.

(d) Within 30 days after completion of the test, the Contracting Officer (or designated representative) shall provide notification to the Contractor as to the approval, disapproval, or conditional approval of the performance verification test. Unless authorized by the Contracting Officer, the lot from which the test sample was taken shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the Performance Verification Test samples have been approved/conditionally approved.

(e) If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the performance Verification Test sample within the time specified above, the Contracting Officer shall, if applicable, equitably adjust the delivery/performance dates and/or contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.

(f) If any test sample fails to meet any applicable contractual requirement, the lot or batch from which the test sample was drawn shall be considered to be rejected. The contractor shall take immediate corrective action, both to correct the deficiency/nonconformance and to prevent recurrence of the deficiency/nonconformance. Such corrective action shall be taken by the contractor at no increase in contract price. Such corrective action shall apply to all items (to include basic issue items and/or repair parts) either in-process of final assembly, which have been produced or are in production since the last successful Performance Verification Test. In addition, the

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

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

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

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

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

(ES7012)

(End of Clause)

E-10 52.246-4532 DESTRUCTIVE TESTING
 TACOM RI

MAY/1994

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(ES7011)

(End of Clause)

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-6	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2013) -- ALTERNATE I (DEC 2011)	DEC/2011
F-7	52.242-4022 (TACOM)	DELIVERY SCHEDULE	SEP/2008

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

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

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

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
CLIN 0001AA	10,000 packages per month	180 days after award
CLIN 0002AA	3,000 bags per month	180 days after award
CLIN 0003AA	10,000 each per month	150 days after award

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

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
CLIN 0001AA	10,000 packages per month	150 days after award
CLIN 0002AA	3,000 bags per month	150 days after award
CLIN 0003AA	10,000 each per month	120 days after award

(d) Accelerated delivery schedule is acceptable upon approval of the Contracting Officer.

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

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

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

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

[End of Clause]

F-8 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: _____
(City) (State) (ZIP) (County)

(2) Subcontractor's Plant: _____
(City) (State) (ZIP) (County)

[End of Clause]

F-9 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009
(TACOM) ADDRESSES

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

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

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
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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
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.**NOTE:** The following is applicable only when so specified in an individual order or delivery increment:

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

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

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

[End of Clause]

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- 3. Include the Purchase Request Number as specified in each Contract Line Item Number (CLIN). This number can be found at the bottom of the extended description of each CLIN. NOTE: The purchase request number may be different for each CLIN.
- 4. Indicate the proper Unit of Measure as specified in each CLIN. Failure to indicate the proper Unit of Measure will lead to vendor pay issues.
- 5. Indicate the following Acceptor, Alternate Acceptor, and Contract Specialist when the WAWF system prompts for additional e-mail submission after clicking Signature.

Primary Acceptor Name: Christa Lesko
Primary Acceptor e-mail: christa.lesko@dcma.mil

Alternate Acceptor Name: Joseph Pontarelli
Alternate Acceptor e-mail: joseph.pontarelli@dcma.mil

Contract Specialist Name: Eric Buchholz
Contract Specialist e-mail: eric.m.buchholz4.civ@mail.mil

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

[End of clause]

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

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

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

H-3	52.245-4500 ARDEC-RI	DEMILITARIZATION AND TRADE SECURITY CONTROL REQUIREMENTS AND PROCEDURES	OCT/2011
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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.

B. Demil and TSC policy is promulgated via Department of Defense (DoD) regulations and in the establishment of contract requirements. Accordingly, the Government's 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

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all existing TSC regulations. The waiver approval process is described in paragraph VII of this clause.

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

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

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

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

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

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

II. Definitions:

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

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

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

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

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

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

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

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

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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 DoDM 4160.28-M-V1, V3 and V3, Demil Manual.

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

III. Applicability:

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

IV. Contractor Demil and TSCs:

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

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

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

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

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

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

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

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

VI. Demil Waivers:

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

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

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

VIII. Contractor Access and Identification of Demilitarization Requirements:

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

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

B. The Contractors demilitarization requirement:

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

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

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

Option 1:

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

Option 2:

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

Option 3:

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

IX. Demilitarization and Trade Security Controls Matrix

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

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

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-11	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/2013
I-13	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-14	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-15	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-16	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-17	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-18	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-19	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-20	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-21	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-22	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-26	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-27	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-28	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-29	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-30	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-31	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-32	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-33	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-34	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
I-35	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-36	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-37	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-38	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-39	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-40	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
I-41	52.232-1	PAYMENTS	APR/1984
I-42	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-43	52.232-11	EXTRAS	APR/1984
I-44	52.232-17	INTEREST	OCT/2010
I-45	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-46	52.232-25	PROMPT PAYMENT	JUL/2013
I-47	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-48	52.233-1	DISPUTES	JUL/2002
I-49	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-50	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-51	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-52	52.242-13	BANKRUPTCY	JUL/1995
I-53	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-54	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-55	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-56	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-57	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006

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I-58	52.248-1	VALUE ENGINEERING	OCT/2010
I-59	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-60	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-61	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-62	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-63	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-64	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-65	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-66	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-67	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
I-68	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-69	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-70	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-71	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-72	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-73	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-74	252.216-7004	AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL	SEP/2011
I-75	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	AUG/2012
I-76	252.222-7003	PERMIT FROM ITALIAN INSPECTORATE OF LABOR	JUN/1997
I-77	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-78	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
I-79	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-80	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-81	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-82	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-83	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-84	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-85	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-86	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-87	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-88	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	MAY/2013
I-89	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-90	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-91	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-92	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-93	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-94	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-95	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-96	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-97	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-98	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
I-99	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997

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

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

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

(b) The Contractor shall --

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

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

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

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

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

(End of Clause)

I-100

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 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,

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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)

I-101 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

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

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

Material	Identification No.
(If none, insert None)	

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

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

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

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

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

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

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

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

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

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

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

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

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(End of Clause)

I-102 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

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

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

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

Warning

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

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

(End of Clause)

I-103 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

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

(End of Clause)

I-104 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of Clause)

I-105 252.223-7001 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;

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(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

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

MATERIAL (If None, Insert None.)

ACT

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

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

(End of clause)

I-106 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

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

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

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

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

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

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

[End of Clause]

I-107 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

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

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

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-

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owned small business or an eligible entity employing the severely disabled.

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

or

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

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

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	A001 - ENGINEERING CHANGE PROPOSAL (ECP)		001	EMAIL
Exhibit B	A002 - REQUEST FOR DEVIATION (RFD)		001	EMAIL
Exhibit C	A003 - NOTICE OF REVISION (NOR)		001	EMAIL
Exhibit D	A004 - RECORD OF MEETING MINUTES		001	EMAIL
Exhibit E	A005 - CERTIFICATE OF CONFORMANCE		001	EMAIL
Exhibit F	A006 - PERFORMANCE VERIFICATION TEST REPORT		001	EMAIL
<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>		
J-1	52.204-4500 TACOM (RI) TACOM (RI)	ADDITIONAL ATTACHMENTS		FEB/2012

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

Title / Number of Pages

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

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

Data Delivery Description Engineering Change Proposal
9 Pgs

Data Delivery Description Notice of Revision
2 Pgs

Data Delivery Description Request for Deviation
4 Pgs

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

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

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

-
- A. CONTRACT LINE ITEM NO.: 0020
 - B. EXHIBIT: A
 - C. CATEGORY: Data Delivery Description
 - D. SYSTEM/ITEM: M40A1/M42A2 Gas Mask
 - E. CONTRACT/PR NO.: W56HZV-13-R-0120
-

- 1. DATA ITEM NO. A001
- 2. TITLE OF DATA ITEM: ENGINEERING CHANGE PROPOSAL (ECP)
- 3. SUBTITLE:
- 4. AUTHORITY: DI-CMAN-80639C*
- 5. CONTRACT REFERENCE: Section C, para C.1; Section C, Clause 52.248-4502
- 6. REQUIRING OFC: RDAR-EIS-PD
- 7. LT
- 8. -
- 9. **
- 10. FREQUENCY: AS REQ
- 11. AS OF DATE:
- 12. DATE OF FIRST SUBMISSION: AS REQ
- 13. DATE OF SUB: AS REQ
- 14. DISTRIBUTION: email ECP to usarmy.RIA.ecbc.mbx.cmaction@mail.mil / A. ADDRESSEES B. COPIES DRAFT / 1 FINAL
SEE ADDRESS CODE // DISTRIBUTION ADDRESS ATTACHMENT//
- 15. TOTAL: 1

16. Remarks:

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

-
- 17. PREPARED BY: Eric Buchholz
 - 18. DATE:
 - 19. APPROVED BY: Dee Riese
 - 20. DATE:
-

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

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

-
- A. CONTRACT LINE ITEM NO.: 0020
 - B. EXHIBIT: B
 - C. CATEGORY: Data Delivery Description
 - D. SYSTEM/ITEM: M40A1/M42A2
 - E. CONTRACT/PR NO.: W56HZV-13-R-0120
-

- 1. DATA ITEM NO. A002
- 2. TITLE OF DATA ITEM: REQUEST FOR DEVIATION (RFD)
- 3. SUBTITLE:
- 4. AUTHORITY: DI-CMAN-80640C
- 5. CONTRACT REFERENCE: Section C, para. C.1; Section C, Clause 52.248-4502
- 6. REQUIRING OFC: RDAR-EIS-PD (RI)
- 7. LT
- 8. APP CODE:
- 9. DIST. STATEMENT REQUIRED: X
- 10. FREQUENCY: AS REQ
- 11. AS OF DATE:
- 12. DATE OF FIRST SUBMISSION: AS REQ
- 13. DATE OF SUB:
- 14. DISTRIBUTION: email RFD to usarmy.RIA.ecbc.mbx.cmaction@mail.mil A. ADDRESSEES B. COPIES DRAFT / 1 FINAL COPY
SEE ADDRESS CODE // DISTRIBUTION ADDRESS //
- 15. TOTAL:1

16. Remarks: *SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF RFD. ADEQUATE DATA/ANALYSIS/TESTING TO SUPPORT THE POSITION RELATIVE TO PARA 24 AND 25 OF DATA DELIVERY DESCRIPTION SHALL BE INCLUDED. CONTRACTOR FORMAT IS ACCEPTABLE, BUT DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). MIL-HDBK-61 MAY BE USEFUL IN DEFINING CONTENT. **DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIG MGR. ***ELECTRONIC FILES MUST BE LESS THAN 7 MB. THE RFD FORM LOCATED AT https://www.pica.army.mil/prod_techdata/cmdocs-links.htm IS THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM (DD FORM 1694).

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|--------------------------------|----------------------------|
| 17. PREPARED BY: Eric Buchholz | 19. APPROVED BY: Dee Riese |
| 18. DATE: | 20. DATE: |
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CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

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-
- A. CONTRACT LINE ITEM NO.: 0020
B. EXHIBIT: D
C. CATEGORY: Data Delivery Description
D. SYSTEM/ITEM: M40A1/M42A2
E. CONTRACT/PR NO.: W56HZV-13-R-0120

-
1. DATA ITEM NO. A003
2. TITLE OF DATA ITEM: NOTICE OF REVISION (NOR)
3. SUBTITLE:
4. AUTHORITY: DI-CMAN-80642C
5. CONTRACT REFERENCE: Section C, para. C.1; Section C, Clause 52.248-4502
6. REQUIRING OFC: RDAR-EIS-PD (RI)
7. LT
8. APP CODE:
9. DIST. STATEMENT REQUIRED: X
10. FREQUENCY: AS REQ
11. AS OF DATE:
12. DATE OF FIRST SUBMISSION: AS REQ
13. DATE OF SUB:
14. DISTRIBUTION email NOR to usarmy.RIA.ecbc.mbx.cmaction@mail.mil. ADDRESSEES B. COPIES DRAFT / 1 FINAL COPY
SEE ADDRESS CODE // DISTRIBUTION ADDRESS //
15. TOTAL: 1

16. Remarks:

*DELETE PARAGRAPH 2 OF DID. SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF NOR. CONTRACTOR FORMAT IS ACCEPTABLE, DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). **SUBMIT ELECTRONICALLY TO usarmy.RIA.ecbc.mbx.cmaction@mail.mil. ELECTRONIC FILES MUST BE LESS THAN 7MB. FORMS LOCATED AT https://www.pica.army.mil/prod_techdata/cmdocs-links.htm ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM. ***THE DIST STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER.

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17. PREPARED BY: Eric Buchholz 19. APPROVED BY: Dee Riese
18. DATE: 20. DATE:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

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-
- A. CONTRACT LINE ITEM NO.: 0020
 - B. EXHIBIT: A
 - C. CATEGORY: Data Delivery Description
 - D. SYSTEM/ITEM: M40A1/M42A2 Gas Mask
 - E. CONTRACT/PR NO.: W56HZV-12-R-0120
-

- 1. DATA ITEM NO. A004
- 2. TITLE OF DATA ITEM: RECORD OF MEETING MINUTES
- 3. SUBTITLE:
- 4. AUTHORITY:
- 5. CONTRACT REFERENCE: Section C, para. C.1; Section C, Clause 52.204-4003
- 6. REQUIRING OFC: RDAR-EIS-PD
- 7. LT
- 8. -
- 9. **
- 10. FREQUENCY: AS REQ
- 11. AS OF DATE:
- 12. DATE OF FIRST SUBMISSION: AS REQ
- 13. DATE OF SUB: AS REQ
- 14. DISTRIBUTION / A. ADDRESSEES B. COPIES DRAFT / 1 FINAL COPY
SEE ADDRESS CODE // DISTRIBUTION ADDRESS ATTACHMENT //
- 15. TOTAL: 0

16. Remarks:

The Contractor shall provide a report (not separately priced), with a record of any meeting. The Contractor shall follow the attached DID number DI-ADMIN-81505, Report, Record of Meeting, (Attachment 0005) for the minutes format. The minutes shall be submitted to the Contracting Officer, <mailto:dorothy.y.riese.civ@mail.mil> no later than 10 days after the Start of Work Meeting, as required for any other meeting held in regards to this contract. The URL for the meeting format is Assist Quick Search:
<https://assist.daps.dla.mil/quicksearch/>.

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|--------------------------------|----------------------------|
| 17. PREPARED BY: Eric Buchholz | 19. APPROVED BY: Dee Riese |
| 18. DATE: | 20. DATE: |
-

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

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

-
- A. CONTRACT LINE ITEM NO.: 0200
 - B. EXHIBIT: E
 - C. CATEGORY: Data Delivery Description
 - D. SYSTEM/ITEM: M40A1/M42A2 Gas Mask
 - E. CONTRACT/PR NO.: W56HZV-13-R-0120
-

- 1. DATA ITEM NO. A005
- 2. TITLE OF DATA ITEM: CERTIFICATE OF CONFORMANCE
- 3. SUBTITLE:
- 4. AUTHORITY: DI-MISC-81356A*
- 5. CONTRACT REFERENCE: Section C, para C.1; Section E, Clause 52.246-4534 and 52.246-15
- 6. REQUIRING OFC: RDAR-EIS-PD
- 7. LT
- 8. -
- 9. **
- 10. FREQUENCY: AS REQ
- 11. AS OF DATE:
- 12. DATE OF FIRST SUBMISSION: AS REQ
- 13. DATE OF SUB: AS REQ
- 14. DISTRIBUTION / A. ADDRESSEES B. COPIES DRAFT / 1 FINAL COPY
SEE ADDRESS CODE // DISTRIBUTION ADDRESS ATTACHMENT //
- 15. TOTAL: 1

16. Remarks:

17. PREPARED BY: Eric Buchholz	19. APPROVED BY: Dee Riese
18. DATE:	20. DATE:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

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

-
- A. CONTRACT LINE ITEM NO.: 0020
 - B. EXHIBIT: F
 - C. CATEGORY: Data Delivery Description
 - D. SYSTEM/ITEM: M40A1/M42A2 Gas Mask
 - E. CONTRACT/PR NO.: W56HZV-13-R-0120

-
- 1. DATA ITEM NO. A006
 - 2. TITLE OF DATA ITEM: Performance Verification Test Report
 - 3. SUBTITLE:
 - 4. AUTHORITY: DI-NDTI-80809B
 - 5. CONTRACT REFERENCE: Section C, para. C.1; Section E, Clause 52.246-4534
 - 6. REQUIRING OFC: RDCB-DES-Q
 - 7. LT
 - 8. APP CODE:
 - 9. DIST. STATEMENT REQUIRED: X
 - 10. FREQUENCY: AS REQ
 - 11. AS OF DATE:
 - 12. DATE OF FIRST SUBMISSION: AS REQ
 - 13. DATE OF SUB:
 - 14. DISTRIBUTION / A. ADDRESSEES B. COPIES DRAFT / 1 FINAL COPY
SEE ADDRESS CODE // DISTRIBUTION ADDRESS ATTACHMENT //
 - 15. TOTAL: 1

16. Remarks:
*PERFORMANCE VERIFICATION TEST REPORT SHALL BE SUBMITTED THRU THE QAR. SEE THE CONTRACT CLAUSES PERTAINING TO PERFORMANCE VERIFICATION TEST REPORTS FOR INSTRUCTIONS REGARDING SUBMISSION AND DISPOSITION REPORTS. SUBMIT ELECTRONICALLY THRU THE QAR TO THE CONTRACT SPECIALIST/PCO. THE CONTRACT SPECIALIST WILL PROVIDE THE REPORT ELECTRONICALLY TO ECBC-QA POC. **THE GOVT HAS 30 DAYS AFTER RECEIPT OF FATR FOR APPROVAL/DISAPPROVAL.

17. PREPARED BY: Eric Buchholz 19. APPROVED BY: Dee Riese
18. DATE: 20. DATE: