

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DON6	Page 1	Of 47	Pages
2. Contract (Proc. Inst. Ident.) No. W56HZV-14-C-0259		3. Effective Date 2014AUG22		4. Requisition/Purchase Request/Project No. SEE SCHEDULE		
5. Issued By U.S. ARMY CONTRACTING COMMAND VINCE DUFF WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA BALTIMORE 217 EAST REDWOOD STREET SUITE 1800 BALTIMORE MD 21202-3375		Code S2101A	
e-mail address: VINCENT.S.DUFF.CIV@MAIL.MIL		7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) IMMEDIATE RESPONSE TECHNOLOGIES, LLC 7100 HOLLADAY TYLER RD GLENN DALE, MD 20769-9400		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)		
Code 4V009		Facility Code		9. Discount For Prompt Payment		
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS-COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		Code HQ0338	
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		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 →					\$221,031.80	

16. Table Of Contents

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X	C	Description/Specs./Work Statement	19	X	J	List of Attachments	47
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X	E	Inspection and Acceptance	24		K	Representations, Certifications, and Other Statements of Offerors	
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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.)	
19A. Name And Title Of Signer (Type Or Print)		20A. Name Of Contracting Officer DOROTHY Y. RIESE DOROTHY.Y.RIESE.CIV@MAIL.MIL (586)282-5258	
19B. Name of Contractor	19c. Date Signed	20B. United States Of America	20C. Date Signed
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	2014AUG22

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 47**

PIIN/SIIN W56HZV-14-C-0259

MOD/AMD

Name of Offeror or Contractor: IMMEDIATE RESPONSE TECHNOLOGIES, LLC

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: VINCE DUFF
Buyer Office Symbol/Telephone Number: CCTA-ADT-A/(586)282-4255
Type of Contract: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders
Type of Business: Other Small Business Performing in U.S.
Surveillance Criticality Designator: A
Weapon System: Collective Protection Equipment
Contract Expiration Date: 2017AUG15

*** End of Narrative A0000 ***

A.1 Administrative Summary

The Army Contracting Command-Warren (DTA) hereby awards a Firm-Fixed Price Purchase Order, for the Window Assembly, (green); NSN: 4910-01-543-9382 and the Window Assembly, (tan); NSN: 4910-01-543-9380 as a 100% Total Small Business Set-Aside. The window assemblies are component parts of the Chemical Biological Protective Shelter (CBPS) System and are being bought as spares.

A.1.1 REQUIREMENTS The U.S. Army Contracting Command-Warren (DTA) is contracting to supply the following 2 items:

Item Name: Window Assembly, CBPS (green)
NSN: 4910-01-543-9382
Part Number: 5-4-7046-1
Quantity: 270 each

Item Name: Window Assembly, CBPS (tan)
NSN: 4910-01-543-9380
Part Number: 5-4-7046-2
Quantity: 270 each

A.1.2 UNIQUE ASPECTS OF THIS SOLICITATION

1. This contract W56HZV-14-C-0259, is for a Firm-Fixed Price contract with two (2) 100%, 365 day option periods. Option periods are as follows:

Item Name: Window Assembly, CBPS (green)

CLIN 0001AC - Option Period One: UP TO 366 DAYS AFTER AWARD
CLIN 0001AD - Option Period Two: UP TO 731 DAYS AFTER AWARD

Item Name: Window Assembly, CBPS (tan)

CLIN 0002AC - Option Period One: UP TO 366 DAYS AFTER AWARD
CLIN 0002AD - Option Period Two: UP TO 731 DAYS AFTER AWARD

2. A First Article Test is required for items delivered under this procurement.

3. This procurement is a 100% set-aside for Small businesses.

A.1.3 REQUIRED NOTIFICATION TO SUBCONTRACTORS

If awarded the contract, you should advise all potential suppliers and subcontractors of the DO/DX Rating assigned to orders resulting from your subcontractors. The Rating can be found in Block 5 of the DD Form 1155.

A.1.4 SET ASIDE INFORMATION

This Contract, W56HZV-14-C-0259, is awarded as a 100% Small Business set-aside type award action.

A.1.5 NOTICE REGARDING MARKING

Please note that the requirements for bar-code and Military Shipping Labeling (MSL) apply to shipments made under this contract.

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Name of Offeror or Contractor: IMMEDIATE RESPONSE TECHNOLOGIES, LLC

Please refer to the clause in Section D of this order entitled, PACKAGING REQUIREMENTS, as well as the clause in Section F of this document entitled, ITEM IDENTIFICATION AND VALUATION.

A.1.6 QUESTION/PROBLEM RESOLUTION

Routine questions regarding this Contract should be directed to the buyer identified in Block 5 of the SF26. If you have more serious concerns, please seek resolution with the contracting officer. Additional sources of information can be found in the following provisions at FAR 52.201-4000 Army Contracting Command - Warren (DTA) OMBUDSPERSON.

A.1.7 INCONSISTENCIES BETWEEN THE ADMINISTRATIVE SUMMARY AND THE CONTRACT

This administrative summary has been prepared as an aid to you the contractor. We have made every attempt to accurately reflect the requirements and information contained in the balance of this Purchase Order. However, if you find any inconsistency between this administrative summary and the Purchase Order, please contact the buyer identified in Block 5 of the SF26.

*** END OF NARRATIVE A0002 ***

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

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

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

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

(d) Requirements for the online ASFI bid submission:

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

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:

https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr= W56HZV-13-T-0131

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

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

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

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

(e) Note to offerors:

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

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Name of Offeror or Contractor: IMMEDIATE RESPONSE TECHNOLOGIES, LLC		

specified.

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

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

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

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

(g) If you have questions or need help using ProcNet, call our E-commerce Contracting Help Desk at (586) 282-7059, or send an email to usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx> to find a location near you.

End of Provision

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

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

[End of Provision]

A-3 52.227-4500 DISTRIBUTION AND DESTRUCTION OF EXPORT CONTROL TECHNICAL DATA PACKAGE JUL/2012
(WARREN)

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

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

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

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

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Name of Offeror or Contractor: IMMEDIATE RESPONSE TECHNOLOGIES, LLC

[End of clause]

A-4 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN) JAN/2012

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

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

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26) 4V009
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26) W56HZV
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449)
W22PVJ
- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DODAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance. S2101A
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26) HQ0338

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

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

[End of Clause]

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0259 MOD/AMD

Name of Offeror or Contractor: IMMEDIATE RESPONSE TECHNOLOGIES, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																						
0001	WINDOW ASSEMBLY,GRE NSN: 4910-01-543-9382 Mfr CAGE: 81337 Mfr Part Number: 5-4-7046-1																						
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>COMMODITY NAME: WINDOW ASSEMBLY,GRE CLIN CONTRACT TYPE: Firm Fixed Price PRON: EH3Y5968EH PRON AMD: 06 ACRN: AA AMS CD: SM2B1100000 PSC: 4910</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table border="1" data-bbox="261 1234 849 1283"> <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>W56HZV2304F581</td> <td>W22PVJ</td> <td>J</td> <td></td> <td>2</td> </tr> </tbody> </table> <table border="1" data-bbox="261 1287 849 1335"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>270</td> <td>20-MAR-2015</td> </tr> </tbody> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT XU GEN SUP STORAGE PT CRP WHSE 211 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND,KY,40475-5070</p> <p>Blue Grass Army Depot is Open Monday through Thursday from 7:00 a.m. to 4:30 p.m.. There is no acceptance of shipments on Fridays or holidays.</p> <p>(End of narrative F001)</p> </p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W56HZV2304F581	W22PVJ	J		2	DEL REL CD	QUANTITY	DEL DATE	001	270	20-MAR-2015	270	EA	\$ 388.67000	\$ 104,940.90
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																		
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Reference No. of Document Being Continued
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Name of Offeror or Contractor: IMMEDIATE RESPONSE TECHNOLOGIES, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<p><u>FIRST ARTICLE TEST REPORT</u></p> <p>SERVICE REQUESTED: FIRST ARTICLE TEST CLIN CONTRACT TYPE: Firm Fixed Price PRON: EH4T5982EH PRON AMD: 03 ACRN: AA AMS CD: SM2B1100000 PSC: 4240</p> <p>DELIVERY OF REPORT: 130 DAYS AFTER AWARD</p> <p>FIRST ARTICLE TEST REPORT (FATR) IN ACCORDANCE WITH CDRL A004 AND ATTACHMENT 0002.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>The ACO shall approve FATR WAWF invoice upon receipt of FATR Approval Letter from the PCO.</p> <p>(End of narrative E001)</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 000000 3 DEL REL CD QUANTITY DEL DATE 001 1 30-DEC-2014</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>	1	EA	\$ 5,575.00000	\$ 5,575.00

CONTINUATION SHEET

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Name of Offeror or Contractor: IMMEDIATE RESPONSE TECHNOLOGIES, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<p><u>UNEXERCISED OPTION QTY - OPTION PERIOD ONE</u></p> <p>COMMODITY NAME: WINDOW ASSEMBLY, GREEN CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4910</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 270 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT XU GEN SUP STORAGE PT CRP WHSE 211 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND, KY, 40475-5070</p> <p>Blue Grass Army Depot is Open Monday through Thursday from 7:00 a.m. to 4:30 p.m.. There is no acceptance of shipments on Fridays or holidays.</p> <p>(End of narrative F001)</p>	270	EA	\$ 388.67000	\$ 104,940.90

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0001AD	<p><u>UNEXERCISED OPTION QTY - OPTION PERIOD TWO</u></p> <p>COMMODITY NAME: WINDOW ASSEMBLY, GREEN CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4910</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 270 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <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 is Open Monday through Thursday from 7:00 a.m. to 4:30 p.m.. There is no acceptance of shipments on Fridays or holidays.</p> <p>(End of narrative F001)</p>	270	EA	\$ 400.33000	\$ 108,089.10

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Name of Offeror or Contractor: IMMEDIATE RESPONSE TECHNOLOGIES, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	<p><u>UNEXERCISED OPTION QTY - OPTION PERIOD ONE</u></p> <p>COMMODITY NAME: WINDOW ASSEMBLY, TAN CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4910</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 270 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <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 is Open Monday through Thursday from 7:00 a.m. to 4:30 p.m.. There is no acceptance of shipments on Fridays or holidays.</p> <p>(End of narrative F001)</p>	270	EA	\$ 388.67000	\$ 104,940.90

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Name of Offeror or Contractor: IMMEDIATE RESPONSE TECHNOLOGIES, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	<p><u>UNEXERCISED OPTION QTY - OPTION PERIOD TWO</u></p> <p>COMMODITY NAME: WINDOW ASSEMBLY, TAN CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4910</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE: LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 270 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <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 is Open Monday through Thursday from 7:00 a.m. to 4:30 p.m.. There is no acceptance of shipments on Fridays or holidays.</p> <p>(End of narrative F001)</p>	270	EA	\$ 400.33000	\$ 108,089.10

CONTINUATION SHEET

Reference No. of Document Being Continued
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Name of Offeror or Contractor: IMMEDIATE RESPONSE TECHNOLOGIES, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																										
A006	<p>001 3</p> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>AS REQUIRED</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p> <p><u>DATA ITEM - REPORT, RECORD OF MEETING MINUTES</u></p> <p>COMMODITY NAME: RECORD OF MEETING MINUTES CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4920</p> <p>Meeting minutes in accordance with CDRL A006 and Section C.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td>3</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>AS REQUIRED</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1	AS REQUIRED	DOC	SUPPL	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001					3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1	AS REQUIRED	1	EA		
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A007	<p><u>DATA ITEM - CERTIFICATE OF CONFORMANCE</u></p> <p>COMMODITY NAME: CERTIFICATE OF CONFORMANCE CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4920</p> <p>CERTIFICATE OF CONFORMANCE in accordance with CDRL A007 and clause 52.204-4500 (ARDEC-RI) ADDITIONAL ATTACHMENTS.</p>	1	EA																												

Name of Offeror or Contractor: IMMEDIATE RESPONSE TECHNOLOGIES, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td></td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <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></td> <td></td> <td></td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td></td> <td>AS REQUIRED</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>	DOC		SUPPL				REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001					3	<u>DEL REL CD</u>	<u>QUANTITY</u>		<u>DEL DATE</u>			001	1		AS REQUIRED						
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Name of Offeror or Contractor: IMMEDIATE RESPONSE TECHNOLOGIES, LLC

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

<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 via phone-teleconference, unless some other location is designated in the contract, within 45 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 Package/Technical Data Package Listing - #20121113, with revisions in effect as of 13 Nov 2012 and #20121152, with revisions in effect as of 26 Nov 2012, are applicable to this procurement with the following exceptions:

None

(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:

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

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

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

CLIN: 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/W56HZV13T0131>

To access the data through FBO:

- Log on to the FBO web site.
- Enter your Marketing Partner Identification Number (MPIN).
- Search for the solicitation number.
- If solicitation is Export Controlled, select Verify MPIN.
 - 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..
 - 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.
 - To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to ://www.dlis.dla.mil/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.
 - Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP

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

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

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

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

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

[End of clause]

C-4 52.211-4010 ACQUISITION OF SOURCE-CONTROLLED PART NUMBER FEB/1998
(TACOM)

Acquisition under this contract is restricted to:

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

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

[End of Clause]

C-5 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)

C.2 MEETINGS/CONFERENCES

C.2.1 Contract Status Review Meeting: As part of the overall contract management effort, the Contractor shall provide technical and

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managerial representative(s) at ACC-WRN (DTA), the Contractor's facility, or by teleconference to review contract status when requested by the Government or the Contractor. A conference may be called by either the Government or the Contractor to clarify any questions in regard to the contract requirements. Topics to be discussed shall include, but are not limited to, contract status, testing, production, logistics, technical issues, and deliverables. The Contractor will coordinate an agenda with the Procuring Contracting Officer (PCO) no later than 5 days prior to the meeting.

C.2.2 The Contractor shall take minutes of all meetings held during the performance of this contract and shall supply written minutes in accordance with CDRL A006. The Procuring Contracting Officer (PCO) approved minutes shall be distributed to all parties no later than 10 days after the completion of the meeting. The Contractor shall follow DID number DI-ADMIN-81505 (per CDRL A006), Report, Record of Meetings, (located in Section J), for the minutes format. The URL for the meeting format is Assist Quick Search:
<http://quicksearch.dla.mil/>.

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

C.2.3.1 Production or other required versions of the Tent Doors as needed for viewing.

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

C.2.3.3 Computer resources, as required.

*** END OF NARRATIVE C0001 ***

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SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1 52.211-4501 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.

PRESERVATION: MILITARY
LEVEL OF PACKING: B
QUANTITY PER UNIT PACKAGE: 001

NSN:4910-01-543-9382
Part Number: 5-4-7046-1
SPI Number: P5-4-7046-1

NSN:4910-01-543-9380
Part Number: 5-4-7046-2
SPI Number: PS-4-7046-2

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

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includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

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

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

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.

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

(DS6419)

(End of Clause)

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SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	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.]

Title	Number	Date	Tailoring
Quality Management System -	ISO 9001:2008	2008	Tailored by excluding paragraph 7.3

(End of Clause)

E-4	52.209-4512 TACOM (RI)	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2008
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a. The first article shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and

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unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be copy furnished to the PCO.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(ES6026)

(End of Clause)

E-5 52.246-4530 PRODUCTION LOT ACCEPTANCE TESTING (GOVERNMENT FACILITY) DEC/1997
 TACOM (RI)

(a) A production lot acceptance test sample is required to be submitted by the contractor from each production lot tendered to the Government for acceptance.

(b) The production lot acceptance test sample shall consist of Quality Conformance Inspection IAW LP/P DES 1-94, Section 4.4 for each new lot of material.

(c) The production lot acceptance test sample units shall be randomly selected from the entire lot by, or in the presence of, the Government Quality Assurance Representative (QAR). Prior to selection of the production lot acceptance test sample units, the lot shall have been inspected to, and shall meet all requirements of, the contract. Unless authorized by the Contracting Officer, a test sample shall not be submitted from a lot which is or has been rejected for nonconformance to the detailed requirements of the contract, the specification(s), and/or the drawing(s).

(d) The production lot acceptance test sample (including, if applicable, basic issue items and/or repair parts) shall be packaged and packed in accordance with contract; if packaging and packing requirements are not specified in the contract, the production lot acceptance test sample shall be packaged and packed in accordance with best commercial practices. The production lot acceptance test sample shall be appropriately marked, to include the drawing/part number, the contract number, the name of the contractor, and FOR PRODUCTION LOT ACCEPTANCE TESTING. The production lot acceptance test sample shall be accompanied by a DD Form 1222, Request for and Results of Test, appropriately completed by the Government QAR. A copy of the results of the Contractor's examination and/or test shall be attached to the DD Form 1222. Simultaneous with shipment of the production lot acceptance test samples, a copy of the DD form 1222 (including attached documentation) shall be submitted to:

US Army Soldier and Chemical Biological Command
ATTN: AMSSB-RCP-S
Natick, MA 01760-5036.

(e) The production lot acceptance test sample shall be shipped Free on board (FOB) Destination to the location designated below unless transportation protective service and/or transportation security is required (by other provision of this contract); if transportation protective service and/or transportation security is required, the test sample shall be shipped FOB origin on a Government Bill of Lading (GBL).

Shipping destination:

US Army Soldier and Chemical Biological Command
ATTN: AMSSB-RCP-S
Natick, MA 01760-5036.

(f) The production lot acceptance test sample shall be examined and tested by the Government for and/or in accordance with Quality Conformance Inspection IAW LP/P DES 1-94, Section 4.4 for each new lot of material.

(g) Within 30 days after receipt of the production lot acceptance test sample at the Government facility, the Contracting Officer shall provide written notification to the contractor as to the approval, disapproval, or conditional approval of the production lot acceptance test sample. Unless authorized by the Contracting Officer, the lot from which the production lot acceptance test sample is drawn 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 production lot acceptance test samples have been approved/conditionally approved.

(h) If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the production lot

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SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	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	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2011) -- ALTERNATE I (DEC 2011)	DEC/2011
F-6	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JUN/2011

(a) Definitions. As used in this clause

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

"Government's unit acquisition cost" means

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

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

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

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government

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Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

(i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line,

Subline, or

Exhibit Line Item Number

Item Description

__0001AA, 0001AC & 0001AD__

Window Assembly (Green)_____

__0002AA, 0002AC & 0002AD__

Window Assembly (Tan)_____

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number -3-.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

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

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

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

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

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

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

(4) Unique item identifier.

(i) The Contractor shall

(A) Determine whether to

(1) Serialize within the enterprise identifier;

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

(3) Use a DoD recognized unique identification equivalent; and

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

(ii) The issuing agency code

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

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(9) Serial number (if concatenated unique item identifier is used).

(10) Governments unit acquisition cost.

(11) Unit of measure.

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

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at

http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

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

(End of clause)

F-7 52.242-4022 DELIVERY SCHEDULE
(TACOM)

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

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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
0001AA	270	210 Days After Award
0001AC	270	140 Days after exercise of option
0001AD	270	140 Days after exercise of option
0002AA	270	210 Days After Award
0002AC	270	140 Days after exercise of option
0002AD	270	140 Days after exercise of option

(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
0001AA	270	140 Days After Award
0001AC	270	140 Days after exercise of option
0001AD	270	140 Days after exercise of option
0002AA	270	140 Days After Award
0002AC	270	140 Days after exercise of option
0002AD	270	140 Days after exercise of option

(d) Accelerated delivery schedule is acceptable.

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

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

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

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
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(End of Clause)

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ <u>GFEBs ATA</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	<u>ACRN</u>	OBLIGATED <u>AMOUNT</u>
0001AA	EH3Y5968EH SM2B1100000	2		AA	\$ 104,940.90
0001AB	EH4T5982EH SM2B1100000	2		AA	\$ 5,575.00
0002AA	EH3Y5967EH SM2B1100000	2		AA	\$ 104,940.90
0002AB	EH4T5981EH SM2B1100000	2		AA	\$ 5,575.00
TOTAL					\$ 221,031.80

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	OBLIGATED <u>AMOUNT</u>
AA 97 X4930AC9D 6D 26FB S20113 W56HZV		\$ 221,031.80
TOTAL		\$ 221,031.80

LINE	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>	<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>
0001AA	AA 97	0X0X4930AC9D S20113	6D0000SM2B110000026FB	S20113 W56HZV
0001AB	AA 97	0X0X4930AC9D S20113	6D0000SM2B110000026FB	S20113 W56HZV
0002AA	AA 97	0X0X4930AC9D S20113	6D0000SM2B110000026FB	S20113 W56HZV
0002AB	AA 97	0X0X4930AC9D S20113	6D0000SM2B110000026FB	S20113 W56HZV

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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G-1	252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	JUN/2012
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(a) Definitions. As used in this clause--

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

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

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

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

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

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

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

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

(1) Document type. The Contractor shall use the following document type(s).

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

(3) Document routing. The Contractor shall use the information in 52.242-4007 Wide Area Workflow (WAWF, Codes and Designated Acceptors) clause for use with the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	W56HZV
Admin DoDAAC	S2101A
Inspect By DoDAAC	S2101A
Ship To Code	W22PVJ
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

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

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

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

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

(End of clause)

G-2 52.242-4007 WIDE AREA WORKFLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS APR/2008 AUG/2012

The contractor shall use WAWF to electronically process invoices for payment and receiving reports. The contractor shall register to use WAWF and take the Web-based training at [://wawf.eb.mil](http://wawf.eb.mil). Direct any questions relating to the system and vendor training to the Ogden Help Desk at 866-618-5988.

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

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

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 X Invoice and Receiving Report Combo (Supplies)
Use for contracts that are entirely for supply requirements or for contracts that are predominantly for supply requirements but also includes minimal service line items.

 Invoice 2-in-1 (Services)
Use for contracts that are entirely for service requirements.

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

Your firms CAGE Code: (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
(4V009)

Issue and Admin DoDAAC Code: (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
(W56HZV)

Ship-To DoDAAC Code: (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449) (W22PVJ)

Accept-By DoDAAC Code: (S2101A)

Payment DoDAAC Code: (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)
(HQ0338)

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: Darrell M. Meier; QAR
Primary Acceptor e-mail: darrell.meier@dcm.mil

Alternate Acceptor Name: William D. Claybrook; ACO
Alternate Acceptor e-mail: william.claybrook@dcm.mil

The ACO shall approve the First Article Test Report WAWF invoice upon receipt of the FATR Approval Letter from the PCO.

Contract Specialist Name: Vince Duff; Contract Specialist
Contract Specialist e-mail: vincent.s.duff.civ@mail.mil

For ALL shelf-life items and those that require serial numbers, contractors shall include their serial numbers, manufacturing lot information and the lot information for the carbon used (if any) in WAWF submissions. Include this information in the Description field.

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-3 252.204-0005 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

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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	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.

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SECTION I - CONTRACT CLAUSES

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
I-2	52.204-13	CENTRAL CONTRACTOR REGISTRATION MAINTENANCE	DEC/2012
I-3	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-4	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-5	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-6	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-7	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-8	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-9	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-10	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
I-11	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-12	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-13	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-14	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-15	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-16	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-17	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-18	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-19	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-20	52.232-1	PAYMENTS	APR/1984
I-21	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-22	52.232-11	EXTRAS	APR/1984
I-23	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-24	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-25	52.233-1	DISPUTES	JUL/2002
I-26	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-27	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-28	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-29	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-30	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
I-31	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-32	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-33	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-34	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-35	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-36	252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION	FEB/2013
I-37	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-38	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
I-39	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-40	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-41	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-42	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-43	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2013
I-44	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-45	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) -- ALTERNATE III (MAY 2002)	MAY/2002

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-46	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989

(a) The Contractor shall conduct a First Article Test on three (3) unit(s) of P/N 5-4-7046, consisting of testing and inspections of all requirements of drawing 5-4-7046-1, and three (3) unit(s) of P/N 5-4-7046-2, consisting of testing and inspections of all requirements of drawing 5-4-7046-2 as specified in this contract. In-lieu of FAT testing required by Section 4.3 of LP/P DES 1-94, Fabric Fluoropolymer/Aramid Quality Conformance Inspection IAW LP/P DES 1-94, Section 4.4 for each new lot of material. composite, drawing 5-4-7080 (Sole Source - St. Gobain), the contractor shall provide Quality Conformance Test results as required by 4.4 of LP/P DES 1-94 and ECP 3009-E487. If the test results cannot be provided, the contractor shall send the required fabric IAW LP/P DES 1-94 to the lab specified below for the subject testing:

Quality Conformance Testing shall be conducted at:
US Army Soldier and Chemical Biological Command
ATTN: AMSSB-RCP-S
Natick, MA 01760-5036

The contractor is responsible for all inspections and testing regardless of who conducts the testing. Certificates of Conformances (see CDRL A007 for COC format in accordance with modified DI-MISC-81356A) are required for all material and shall be submitted as part of the First Article Test Report (FATR).

A Packaging FAT shall be performed on three (3) packaged Window Assemblies IAW Section C and D of the contract.

At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 130 calendar days from the date of this contract to the PCO marked First Article Test Report: Contract No. _____, Lot/Item No. _____. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

(1) progress payments, or

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

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in

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the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

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

(End of Clause)

I-47 52.217-4001 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY FEB/2007
(TACOM)

(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time but in any event not later than, 366 days for option period 1, and 731 days for option period 2, after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

I-48 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL AUG/2012
ITEMS)

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

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

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

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

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

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

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

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

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

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

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

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

(iv) 52.232-25, Prompt Payment (Oct 2008).

(v) 52.233-1, Disputes (July 2002).

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(vi) 52.244-6, Subcontracts for Commercial Items (Jan 2011).

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

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

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

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).

(ii) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) 52.222-20, Walsh-Healey Public Contracts Act (Oct 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(vii) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wade Island, or the outer continental shelf lands).

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

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

(A) Delivered;

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

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

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

(x) 52.225-1, Buy American Act Supplies (Feb 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

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

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

(xi) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xii) 52.232-34, Payment by Electronic Funds Transfer Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

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

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

(i) 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000).

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

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

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

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

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VEDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

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

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

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

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

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

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

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

(End of Clause)

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

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

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

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

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

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

(3) For long-term contracts

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

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

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

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

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

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

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

The Contractor represents that it [X] is, [] is not a small business concern under NAICS Code 313320 assigned to contract number W56HZV-14-C-0259.

(End of clause)

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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-C-0259 MOD/AMD	Page 45 of 47
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Name of Offeror or Contractor: IMMEDIATE RESPONSE TECHNOLOGIES, LLC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

I-51 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-52 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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PIIN/SIIN W56HZV-14-C-0259

MOD/AMD

Name of Offeror or Contractor: IMMEDIATE RESPONSE TECHNOLOGIES, LLC

(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-53

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]

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

Page 47 of 47

PIIN/SIIN W56HZV-14-C-0259

MOD/AMD

Name of Offeror or Contractor: IMMEDIATE RESPONSE TECHNOLOGIES, LLC

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)	12-JUL-2013	001	DATA
Exhibit B	A002 REQUEST FOR VARIATION (RFV)	12-JUL-2013	001	DATA
Exhibit C	A003 NOTICE OF REVISION (NOR)	12-JUL-2013	001	DATA
Exhibit D	A004 FIRST ARTICLE TEST REPORT (FATR)	12-JUL-2013	001	DATA
Exhibit E	A005 PRODUCTION LOT TESTING	12-JUL-2013	001	DATA
Exhibit F	A006 MEETING MINUTES REPORTS	12-JUL-2013	001	DATA
Exhibit G	A007 CERTIFICATE OF CONFORMANCE	25-NOV-2013	001	DATA
Attachment 0001	ADDRESS CODE DISTRIBUTION FOR ECPS, NORS, RFDS, VECPS	12-JUL-2013	001	DATA
Attachment 0002	DATA DELIVERY DESCRIPTION TEST/INSPECTION REPORT	12-JUL-2013	003	DATA
Attachment 0003	USE OF THE ECBC-RI TEST FACILITY	12-JUL-2013	001	DATA
Attachment 0004	DATA DELIVERY DESCRIPTION CERTIFICATE OF CONFORMANCE	12-JUL-2013	001	DATA
	<u>Regulatory Cite</u>	<u>Title</u>		<u>Date</u>

J-1	52.204-4500	ADDITIONAL ATTACHMENTS		FEB/2012
	TACOM (RI)			

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/enr/enrchange.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.: 0003
 - B. EXHIBIT.....: A
 - C. CATEGORY.....: Data Delivery Description
 - D. SYSTEM/ITEM.....: Window Assembly for CBPS
 - E. CONTRACT/PR NO.....: W56HZV-14-C-0259
-
- 1. DATA ITEM NO.....: A001
 - 2. TITLE OF DATA ITEM.....: Engineering Change Proposal (ECP)
 - 3. SUBTITLE.....: N/A
 - 4. AUTHORITY.....: DI-CMAN-80639C*
 - 5. CONTRACT REFERENCE.....: Section C
 - 6. REQUIRING OFFICE.....: RDCB-DEB-B (RI)
 - 7. DD250 REQ.....: LT
 - 8. APP CODE.....: -
 - 9. DIST STATEMENT REQUIRED.....: **
 - 10. FREQUENCY.....: As Required
 - 11. AS OF DATE.....: N/A
 - 12. DATE OF 1ST SUBMISSION.....: As Required
 - 13. DATE OF SUBSEQUENT SUBMISSION: As Required
 - 14. DRFT/REG/REPRO DISTRIBUTION COPIES
 - 15. TOTAL COPIES.....: PAPER: 0 E-MAIL: 0 CD-ROM: 0
-

16. REMARKS:

Submit as required.

*See http://contracting.tacom.army.mil/acqinfo/SolAttchARDEC_ECBC.htm for data delivery description for content of the ECP. Contractor format is acceptable, data must be in Gov't 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 Manager.
***Electronic files must be less than 7MB. The ECP Short Form and ECP page 1 located at https://www.pica.army.mil/prod_techdata/cmdocs-links.htm are the preferred methods of submission for this data item (DD Forms 1692 and 1693).

17. PREPARED BY: Vincent Duff 19. APPROVED BY: Valencia Lane
18. DATE.....: 12 Jul 2013 20. DATE.....: 12 JUL 2013

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.: 0003
B. EXHIBIT.....: B
C. CATEGORY.....: Data Delivery Description
D. SYSTEM/ITEM.....: Window Assembly for CBPS
E. CONTRACT/PR NO.....: W56HZV-14-C-0259

1. DATA ITEM NO.....: A002
2. TITLE OF DATA ITEM.....: Request for Variation (RFV)
3. SUBTITLE.....: N/A
4. AUTHORITY.....: DI-CMAN-80640C*
5. CONTRACT REFERENCE.....: Section C
6. REQUIRING OFFICE.....: RDCB-DEB-B (RI)
7. DD250 REQ.....: LT
8. APP CODE.....: -
9. DIST STATEMENT REQUIRED.....: **
10. FREQUENCY.....: As Required
11. AS OF DATE.....: N/A
12. DATE OF 1ST SUBMISSION.....: As Required
13. DATE OF SUBSEQUENT SUBMISSION: As Required
14. DRFT/REG/REPRO DISTRIBUTION COPIES
15. TOTAL COPIES.....: PAPER: 0 E-MAIL: 0 CD-ROM: 0

16. REMARKS:
Submit as required.
*See http://contracting.tacom.army.mil/acqinfo/SolAttchARDEC_ECBC.htm for data delivery description for content of RFD. Adequate data/analysis/testing to support the position relative to paragraphs 24 and 25 of DATA DELIVERY DESCRIPTION shall be included. Contractor format is acceptable, but data must be in Gov't. 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 Configuration Manager.
***Electronic files must be less than 7MB. 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).

17. PREPARED BY: Vincent Duff 19. APPROVED BY: Valencia Lane
18. DATE.....: 12 JUL 2013 20. DATE.....: 12 JUL 2013

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.: 0003
B. EXHIBIT.....: C
C. CATEGORY.....: Data Delivery Description
D. SYSTEM/ITEM.....: Window Assembly for CBPS
E. CONTRACT/PR NO.....: W56HZV-14-C-0259

1. DATA ITEM NO.....: A003
2. TITLE OF DATA ITEM.....: Notice of Revision (NOR)
3. SUBTITLE.....: N/A
4. AUTHORITY.....: DI-CMAN-80642C*
5. CONTRACT REFERENCE.....: Section C
6. REQUIRING OFFICE.....: RDCB-DEB-B (RI)
7. DD250 REQ.....: LT
8. APP CODE.....: -
9. DIST STATEMENT REQUIRED.....: **
10. FREQUENCY.....: As Required
11. AS OF DATE.....: N/A
12. DATE OF 1ST SUBMISSION.....: As Required
13. DATE OF SUBSEQUENT SUBMISSION: As Required
14. DRFT/REG/REPRO DISTRIBUTION COPIES
15. TOTAL COPIES.....: PAPER: 0 E-MAIL: 0 CD-ROM: 0

16. REMARKS:

Submit as required.
*See http://contracting.tacom.army.mil/acqinfo/SolAttchARDEC_ECBC.htm data delivery description for content of the NOR. Contractor format is acceptable, data must be in Gov't compatible software (i.e. Microsoft Office). MIL-HDBK-61 may be useful in defining content.
* * Electronic files must be less than 7 MB. NOR 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 1695).
***Distribution statement will be assigned and implemented by the DoD Configuration Manager.

17. PREPARED BY: Vincent Duff 19. APPROVED BY: Valencia Lane
18. DATE.....: 12 JUL 2013 20. DATE.....: 12 JUL 2013

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.: 0003
B. EXHIBIT.....: D
C. CATEGORY.....: Data Delivery Description
D. SYSTEM/ITEM.....: Window Assembly for CBPS
E. CONTRACT/PR NO.....: W56HZV-14-C-0259

1. DATA ITEM NO.....: A004
2. TITLE OF DATA ITEM.....: Test / Inspection Reports
3. SUBTITLE.....: First Article Test Report (FATR) (Contractor)
4. AUTHORITY.....: DI-NDTI-8089B
5. CONTRACT REFERENCE.....: Section E
6. REQUIRING OFFICE.....: RDCB-DES-Q
7. DD250 REQ.....: LT
8. APP CODE.....: A
9. DIST STATEMENT REQUIRED.....: C
10. FREQUENCY.....: As Required
11. AS OF DATE.....: SEE BLOCK 16
12. DATE OF 1ST SUBMISSION.....: SEE BLOCK 16
13. DATE OF SUBSEQUENT SUBMISSION: SEE BLOCK 16
14. DRFT/REG/REPRO DISTRIBUTION COPIES: Through QAR* 0/0/0
CO (LT ONLY) 0/1/0
15. TOTAL COPIES.....: PAPER: 0 E-MAIL: 1 CD-ROM: 0

16. REMARKS:
*FATR SHALL BE SUBMITTED THRU THE QUALITY ASSURANCE REPRESENTATIVE (QAR). SEE THE CONTRACT CLAUSES PERTAINING TO FIRST ARTICLE TEST REPORTS FOR INSTRUCTIONS REGARDING SUBMISSION AND DISPOSITION OF FIRST ARTICLES. SUBMIT ELECTRONICALLY THRU THE QAR TO THE CONTRACT SPECIALIST/PCO. THE CONTRACT SPECIALIST WILL PROVIDE THE FATR ELECTRONICALLY TO ECBC-QA POC.
**THE GOVT HAS 30 DAYS AFTER RECEIPT OF FATR FOR APPROVAL/DISAPPROVAL.

17. PREPARED BY: Vincent Duff 19. APPROVED BY: Valencia Lane
18. DATE.....: 12 JUL 2013 20. DATE.....: 12 JUL 2013

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.: 0003
B. EXHIBIT.....: E
C. CATEGORY.....: Data Delivery Description
D. SYSTEM/ITEM.....: Window Assembly for CBPS
E. CONTRACT/PR NO.....: W56HZV-14-C-0259

1. DATA ITEM NO.....: A005
2. TITLE OF DATA ITEM.....: Test / Inspection Reports
3. SUBTITLE.....: Production Lot Acceptance Test Report (Contractor)
4. AUTHORITY.....: DI-NDTI-80809B
5. CONTRACT REFERENCE.....: Section E
6. REQUIRING OFFICE.....: RDCB-DES-Q
7. DD250 REQ.....: LT
8. APP CODE.....: **
9. DIST STATEMENT REQUIRED.....: C
10. FREQUENCY.....: As Required*
11. AS OF DATE.....: N/A
12. DATE OF 1ST SUBMISSION.....: As Required*
13. DATE OF SUBSEQUENT SUBMISSION: As Required*
14. DRFT/REG/REPRO DISTRIBUTION COPIES: ACO /0/0
Through QAR /1/0
PCO /1/0
15. TOTAL COPIES.....: PAPER: 0 E-MAIL: 2 CD-ROM: 0

16. REMARKS:
*THIS REPORT SHALL BE SUBMITTED AT THE COMPLETION OF A NEW PRODUCTION LOT. REPORT SHALL BE SUBMITTED TO THE QUALITY ASSURANCE REPRESENTATIVE (QAR) WHENEVER A NEW LOT OF MATERIAL HAS COMPLETED TESTING. PRIOR TO BEGINNING PRODUCTION, THE CONTRACTOR SHALL SUBMIT A QUALITY PLAN TO THE QAR FOR REVIEW AND APPROVAL, ON HOW THEY WILL COMPLY WITH THE REQUIREMENTS OF THE PRODUCTION LOT TEST. ONCE THE QAR APPROVES THE QUALITY PLAN FOR THE PRODUCTION LOT TESTING, THE APPROVED METHOD WILL BE USED THROUGHOUT THE LIFE OF THE CONTRACT TO VALIDATE COMPLIANCE WITH THE CONTRACT CLAUSE. QAR WILL PROVIDE WRITTEN APPROVAL OF THE QA PLAN TO THE CONTRACTOR.
**THE CONTRACTOR SHALL SUBMIT THE PRODUCTION LOT TEST REPORT TO THE QAR ON A DD1222 OR COMPARABLE DOCUMENT FOR ACCEPTANCE WITHIN TEN DAYS OF COMPLETION OF THE TESTING. THE QAR HAS 30 WORK DAYS AFTER RECEIPT TO REVIEW AND PROVIDE APPROVAL/DISAPPROVAL IN WRITING TO THE CONTRACTOR. APPROVAL OF THE PRODUCTION LOT TEST REPORT SHALL BE APPROVAL OF THE LOT.

17. PREPARED BY: Vincent Duff 19. APPROVED BY: Valencia Lane
18. DATE.....: 12 JUL 2013 20. DATE.....: 12 JUL 2013

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.: 0003
B. EXHIBIT.....: F
C. CATEGORY.....: Data Delivery Description
D. SYSTEM/ITEM.....: Window Assembly for CBPS
E. CONTRACT/PR NO.....: W56HZV-14-C-0259

1. DATA ITEM NO.: A006
2. TITLE OF DATA ITEM: Record of Meeting Minutes
3. SUBTITLE: N/A
4. AUTHORITY: DI-ADMN-81505
5. CONTRACT REFERENCE: Section C
6. REQUIRING OFFICE: CCTA-HCC-A
7. DD250 REQ LT
8. APP CODE: -
9. DIST STATEMENT REQUIRED: N/A
10. FREQUENCY: As Required
11. AS OF DATE: N/A
12. DATE OF 1ST SUBMISSION: As Required
13. DATE OF SUBSEQUENT SUBMISSION: As Required
14. DRFT/REG/REPRO DISTRIBUTION COPIES
15. TOTAL COPIES: PAPER: 0 E-MAIL: 0 CD-ROM: 0

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

17. PREPARED BY: Vincent Duff 19. APPROVED BY: Valencia Lane
18. DATE: 12 JUL 2013 20. DATE: 12 JUL 2013

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.: 0003
B. EXHIBIT.....: G
C. CATEGORY.....: Quality Assurance
D. SYSTEM/ITEM.....: Window Assembly for CBPS
E. CONTRACT/PR NO.....: W56HZV-14-C-0259

1. DATA ITEM NO.....: A007
2. TITLE OF DATA ITEM.....: Certificate of Compliance
3. SUBTITLE.....: Certificate of Conformance (COC)
4. AUTHORITY.....: DI-MGMT-81356A*
5. CONTRACT REFERENCE.....: Section I**
6. REQUIRING OFFICE.....: RDCB-DEC-Q
7. DD250 REQ.....: LT
8. APP CODE.....: N/A
9. DIST STATEMENT REQUIRED.....: N/A
10. FREQUENCY.....: As Required
11. AS OF DATE.....: N/A
12. DATE OF 1ST SUBMISSION.....: As Required
13. DATE OF SUBSEQUENT SUBMISSION: As Required
14. DRFT/REG/REPRO DISTRIBUTION COPIES
15. TOTAL COPIES: PAPER: 0 E-MAIL: 0 CD-ROM: 0

16. REMARKS:
*MODIFY DI-MISC-81356, 2.I TO READ: "A STATEMENT ON CONTRACTOR LETTERHEAD, CERTIFYING THAT ALL ITEMS FURNISHED ON THE CONTRACT ARE IN FULL COMPLIANCE WITH THE TDP, (INCLUDING REVISION OF THE DRAWING AND SPECIFICATION), ALL SPECIFICATIONS AND CONTRACT REQUIREMENTS. SUBMIT CERTIFICATE OF COMPLIANCE(S) WITH THE FIRST ARTICLE TEST REPORT." 2.G TO READ: "NSN (IF APPLICABLE) AND PART NUMBER."
**FIRST ARTICLE APPROVAL CONTRACTOR TESTING. SUBMIT ELECTRONICALLY TO THE PCO.

17. PREPARED BY: Vincent Duff 19. APPROVED BY: Dee Riese
18. DATE.....: 25 Nov 2013 20. DATE.....: 25 Nov 2013

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

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

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

a. ECBC-RI RDECOM Engineering Office

OFFICE: RDCB-DEM

EMAIL.: Usarmy.RIA.mbx.cmaction@mail.mil

FAX...: (309)782-4537

b. Contract Specialist or Contracting Officer

OFFICE: CCTA-ADT-A

POC...: Valencia Lane(Contracting Officer)

Stephen Granch (Contract Specialist)

EMAIL.: valencia.d.lane.civ@mail.mil

stephen.j.granch.civ@mail.mil

FAX...: (586)282-7400

DATA DELIVERY DESCRIPTION TEST/INSPECTION REPORT

This Data Delivery Description (DDD) contains the content and preparation instructions for the data product resulting from the work task specified in the contract. The test/inspection report is used to document test/inspection results, findings, and analyses that will enable the government or contracting agency to evaluate compliance with system requirements, performance objectives, specifications, and test/inspection plans.

Requirements:

1. Format - Contractor format is acceptable. Organize the information required by paragraph 2 and its subparagraphs in a manner that facilitates presentation and understanding.

2. Content - The test/inspection report shall contain the following information, as applicable:

2.1.1 Cover and title page - The following information shall appear on the outside front cover and title page:

- a. Report date.
- b. Report number (contractor or government).
- c. Contractors name, address and commercial and government entity code.
- d. Contract number and contract line item number or sequence number (if applicable).
- e. Type of test/inspection (for example, first article acceptance test, quality conformance inspection, developmental test, qualification test, environmental test).
- f. Identification of item tested/inspected.
- g. Date or period of test/inspection.
- h. Name and address of requiring government activity.
- i. Security classification, downgrading and declassifying information, if applicable.

2.1.2 Table of contents - The table of contents shall identify the following:

- a. The title and starting page of each major section, paragraph, and appendix of the report.
- b. The page, identifying number, and title of each illustration (for example: figure, table, photograph, chart, and drawing).

2.1.3 Introduction - The introduction shall include the following information:

2.1.3.1 Test/inspection objective(s) - The specific test/inspection objective(s) as specified in the contract tasking document.

2.1.3.2 Item(s) tested/inspected - Complete identification of the item(s) tested/inspected including the following:

- a. Nomenclature.
- b. National stock number.
- c. Model number, part number, and serial number.
- d. Type of item (for example, prototype, production item, laboratory model).
- e. Serial or lot number.
- f. Applicable engineering changes.
- g. Production item specification, if applicable.
- h. Date of manufacture.

2.1.3.3 Test/inspection requirements - Complete identification of the test/inspection requirements correlated to contractual requirements including the following:

- a. Required test/inspection parameters.
- b. Performance requirements, acceptance or compliance limits, and environmental criteria.

2.1.4 Summary - Complete test/inspection report summary including the following:

- a. A brief discussion of the significant test/inspection results, observations, conclusions, and recommendations covered in greater detail elsewhere in the report.
- b. Proposed corrective actions and schedules for failures or problems encountered.
- c. Identification of deviations, departures, or limitations encountered, referenced to the contract requirements.
- d. Tables, graphs, illustrations, or charts as appropriate to simplify the summary data.

2.1.5 Reference documents - Complete identification of all documents reference in the test/inspection report including the following, as applicable:

- a. Prior test/inspection reports on the same item.
- b. Test/inspection plans and procedure documents.
- c. Prior certifications of compliance.
- d. Contractors file designation where test/inspection records are maintained.
- e. Input parameters used.

The applicable issue of the documents cited therein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.

2.1.6 Body of report - The body of the test/inspection report shall be as follows:

2.1.6.1 Test equipment identification - Complete identification of each item of test equipment used in the test/inspection including the following.

- a. Nomenclature.
- b. Model number.
- c. Serial number.
- d. Manufacturer.
- e. Calibration status.
- f. Accuracy data.
- g. Comments, if applicable.

2.1.6.2 Test/inspection facility installation and set-up - Complete description of the physical set-up used in conducting the test/inspection to include the following:

- a. Location or orientation of the item.
 - b. Location, orientation or settings of test equipment and instrumentation.
 - c. Location, orientation or settings of sensors and probes.
 - d. Location or orientation of interconnections, cables, and hoop-ups.
 - e. Electrical power, pneumatic, fluidic, and hydraulic requirements.
- Drawings, illustrations, and photographs may be used for clarification.

2.1.6.3 Test/inspection procedures - Complete description of the procedures used in conducting the test/inspection to include the following:

- a. Item selection and inspection that verified suitability for test/inspection.
- b. Summarized sequence of testing/inspection steps, including a description of how the item was operated during the test/inspection, and control conditions imposed.

2.1.6.4 Test/inspection results and analysis - A copy of all test/inspection results and analysis to include the following:

2.1.6.4.1 Recorded data - The actual recorded data (for example, log book entries, oscillographs, instrument readings, plotter graphs). If the recorded data is extensive, provide it in an appendix.

2.1.6.4.2 Test/inspection results - Identification of all test/inspection results to include the following:

- a. Matrices comparing results achieved against test/inspection objectives or requirements.
- b. A discussion of these matrices as to their significance, and how they compare to any prior test/inspections.
- c. Calculation examples.
- d. Discussion of anomalies, deviations, discrepancies, or failures, including their impact, causes, and proposed corrective actions. The discussion shall address discrepancies between design requirements and the tested/inspected configuration.

2.2.6.5 Conclusions - Test/inspection conclusions distinguished between objective and subjective to include the following:

- a. The effectiveness of the test/inspection procedures in measuring item performance.
- b. The success or failure of the item to meet required test/inspection objectives.
- c. The need for repeat, additional, or alternative tests/inspections.
- d. The need for item redesign or further development.
- e. The need for improved test/inspection procedures, techniques, or facilities.
- f. The adequacy and completeness of the test/inspection requirements.

2.2.6.6 Recommendations - Recommendations appropriate to the test/inspection results and conclusions including the following:

- a. Acceptability of the item tested/inspected (pass or fail).
- b. Additional testing/inspection required.
- c. Redesign required.
- d. Problem resolution.
- e. Test/inspection procedure or facility improvements.
- f. Disposition of items tested/inspected.
- g. Documentation changes required.
- h. Testing/inspection improvements.

2.2.7 Authentication - The following certifications shall be included, as applicable:

2.2.7.1 Authentication of test/inspection results - A statement that the test/inspection was performed in accordance with applicable test/inspection plans and procedures, and that the results are true and accurate. The authentication shall include the signature of the contractor personnel that performed the test(s)/inspection(s), a contractor representative authorized to make such certification, and any government witnesses.

2.2.7.2 Authentication of prior validation - A statement identifying those requirements not tested/inspected or measured that were previously validated. Include identification of the data and method employed for such validation (for example, prior test/inspection, analytical verification, equivalent item, and so on). The authentication shall include the signature of a contractor representative authorized to make such authentications and any government witness.

2.2.7.3 Authentication of acceptability - A statement that the item tested/inspected either passed or failed item acceptability requirements. This authentication shall include the signature of a contractor representative authorized to make such authentication and any government witness.

2.2.8 Appendices - Appendices shall be used to append detailed test/inspection data, drawings, photographs, or other documentation too voluminous to include in the main body of the report. This includes referenced documentation not previously provided by the government, and test/inspection reports from any associated test/inspection activity that may have performed some of the testing/inspecting requirements.

UTILIZATION of the ECBC TSA LAB for FIRST ARTICLE TESTING
RDCB-DEM-T

Design Engineering & Test Facility of Edgewood Chemical and Biological Center, Rock Island (ECBC-RI) is ISO 9001-2008 certified and ISO 17025 accredited laboratory. Our laboratory performs first article testing (FAT) on chemical biological equipment as well as dimensional inspection on a wide variety of items. We can provide a competitive quote for performing testing/inspection required by this solicitation, which would assist you in meeting the submission date of your bid.

Please allow 10 business days for preparation of the quotation as some tests may have to be coordinated with other agencies.

ECBC Rock Island has a highly trained technical staff of chemical, mechanical, electrical, and industrial engineers, capable of supporting a wide variety of inspections and testing to include the development of test methods for specialized requirements. All facility personnel receive continual extensive training to keep up with the latest technology and testing methods.

Contractors who do not possess a Nuclear Regulatory Commission (NRC) license may obtain a Test Service Agreement (TSA) with the ECBC Design Engineering & Test Facility to perform testing that requires the use of equipment requiring an NRC license. Contact ECBC Design Engineering & Test Facility to coordinate a TSA.

To request a quote for a FAT for this solicitation, please contact the following:

Chief, ECBC-RI Test Facility
RDECOM-ECBC
Building 131
1 Rock Island Arsenal
Rock Island, IL 61299-7390
usarmy.ria.ecbc.mail.testfacility@mail.mil

DATA ITEM DESCRIPTION

Title.....: Certificate of Conformance
Number.....: DI-MISC-81356A
Approval Date.....: 20071218
AMSC Number.....: N9036
Limitation.....: N/A
DTIC Applicable.....: No
GIDEP Applicable.....: No
Office of Primary Responsibility: NAVICP Code 8741
Applicable Forms.....: N/A

Use/Relationship: The Certificate of Compliance provides certification from the contractor that the materiel supplied is in full compliance with all contract requirements. This DID contains the format, content, and intended use information for the data deliverable required by the contract.

This DID supersedes DI-MISC-81356.

Requirements:

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