

1. Request No. W56HZV-12-Q-0372	2. Date Issued 2012DEC18	3. Requisition/Purchase Request No. See Schedule	4. Cert For Nat Def. Under BDSA Reg. 2 and/or DMS Reg. 1	Rating DOA4
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<b>5A. Issued By</b> U.S. ARMY CONTRACTING COMMAND CCTA-AHPC WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL  W56HZV WS: Howitzer, Light Towed, 105mm, M119A1	<b>6. Deliver by (Date)</b> See Schedule
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<b>5B. For Information Call: (Name and telephone no.) (No collect calls)</b> THOMAS OZARSKI (586) 282-5830 EMAIL: THOMAS.W.OZARSKI@US.ARMY.MIL	<b>7. Delivery</b> <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other
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<b>8. To: Name and Address, Including Zip Code</b>	<b>9. Destination (Consignee and address, including Zip Code)</b>  See Schedule
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<b>10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date)</b> 2013JAN24	<b>IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.</b>
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**11. Schedule (Include applicable Federal, State, and local taxes)**

Item Number (a)	Supplies/Services (b)	Quantity (c)	Unit (d)	Unit Price (e)	Amount (f)
	(See Schedule)				

<b>12. Discount For Prompt Payment</b>	a. 10 Calendar Days %	b. 20 Calendar Days %	c. 30 Calendar Days %	d. Calendar Days	
				Number	Percentage

**NOTE: Additional provisions and representations  are  are not attached.**

<b>13. Name and Address of Quoter (Street, City, County, State and Zip Code)</b>	<b>14. Signature of Person Authorized to Sign Quotation</b>	<b>15. Date of Quotation</b>
<b>16. Signer</b>		
a. Name (Type or Print)	b. Telephone	
	Area Code	
c. Title (Type or Print)	Number	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-12-Q-0372 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 42
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**Name of Offeror or Contractor:**

SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
1 52.204-4016	WARREN ELECTRONIC CONTRACTING	DEC/2011

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<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 Central Contractor Registry (CCR) and have a CCR Marketing Partner Identification Number (MPIN) and CAGE Code.

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:  
[https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr=W56HZV12Q0372](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV12Q0372)

(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](https://acquisition.army.mil/asfi/BRS_guide.doc).

(e) Note to offerors:

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

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

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

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

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring

**Name of Offeror or Contractor:**

to nor does it include Cost or Pricing data/information. If you object to such release, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

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

End of Provision

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

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

[End of Clause]

3            52.214-4000            ACKNOWLEDGMENT OF AMENDMENTS            OCT/1993

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

Amendment Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of Provision)

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

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

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

[End of clause]

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 4 of 42</b>
	PIIN/SIIN W56HZV-12-Q-0372	MOD/AMD

**Name of Offeror or Contractor:**

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 \\*HYPERLINK "http://www.dlis.dla.mil/jcp/"http://www.dlis.dla.mil/jcp/, click on documents, and follow instructions provided. See Section C 52.211-4072 Technical Data Package Information for estimated certification time. Upon receipt of certification, you may request the TDP in accordance with the instructions stated in the solicitation's Section C.

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

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

[End of clause]

6            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)
- 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)
- 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)
- 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.
- 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)

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]

1) First Article Test (FAT) Requirement is being waived and is replaced by an Initial Product Inspection (IPI) per US Army RDECOM-ARDEC RDAR-QEP-F.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-12-Q-0372 <b>MOD/AMD</b>	<b>Page</b> 5 <b>of</b> 42
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**Name of Offeror or Contractor:**

2) Early deliveries are acceptable if at no additional cost to the Government.

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

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-12-Q-0372 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  RATCHET, HANDBRAKE NSN: 1015-01-343-1972 FSCM: 19200 PART NR: 12591373																						
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>100</p> <p>EA</p> <p>GENERIC NAME DESCRIPTION: RATCHET, HANDBRAKE                      PRON: EH2V1662EH PRON AMD: 01</p> <p>The contractor shall perform an Initial Product Inspection (IPI) per FAR 52.209-4515). See FAR 52.209-4515 in Section I, Contract Clauses (16).</p> <p>(End of narrative B001)</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="0"> <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>W56HZV2045J215</td> <td>W52H1C</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>100</td> <td>0120</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W52H1C) SR W0K8 USA ROCK ISL ARSENAL                      BLDG 299 GILLESPIE AV AND BECK LANE                       ROCK ISLAND, IL, 61299-5000</p> </p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W56HZV2045J215	W52H1C	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	100	0120	100	EA	\$ _____	\$ _____
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	W56HZV2045J215	W52H1C	J		1																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																					
001	100	0120																					
0002	<p><u>DATA ITEM</u></p> <p>NOUN: HEAVY PHOSPHATE COATING PROCEDURE</p>			\$ ** NSP **	\$ ** NSP **																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>The contractor will prepare and deliver the pre-production phosphate coating procedure to the Contracting Officer for approval no later than 60 days after contract award and before production. (DD Form 1423, Sequence Number A004).</p> <p>(End of narrative B001)</p> <p>Submit the official phosphate coating procedure (electronically) to:</p> <p>Thomas W. Ozarski, Contract Specialist                      (thomas.w.ozarski.civ@mail.mil)                      US Army Contracting Command - Warren, CCTA-AHR-B                      6501 E. 11 mile Rd., M/S 509, 2nd Floor                      Warren, MI 48397-5000</p> <p>Mark E. Otto, Procurement Contracting Officer (PCO)                      (mark.e.otto.civ@mail.mil)</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>CONTRACT DATA REQUIREMENTS LIST</u></p> <p>THE CONTRACTOR WILL PREPARE AND DELIVER THE DATA IN ACCORDANCE WITH THE REQUIREMENTS, QUANTITIES AND SCHEDULES SET FORTH IN THE CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423), ATTACHMENT 0005, AS REQUIRED.</p> <p>A DD 250 OR WAWF FORM IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p>			<p>\$ <u>    ** NSP **</u></p>	<p>\$ <u>    ** NSP **</u></p>

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

Page 8 of 42

PIIN/SIIN W56HZV-12-Q-0372

MOD/AMD

**Name of Offeror or Contractor:**

## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

7 52.210-4501 DRAWINGS/SPECIFICATIONS MAR/2010  
TACOM (RI)

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 12571373:19200, with revisions in effect as of 03/06/2012, are applicable to this procurement with the following exceptions:

Vendors to access this information with the technical data posted on FedBizOpps. Link to data: <https://www.fbo.gov/fedteds/W56HZV12Q0372>  
The Distribution Code of the Tech Data is "C" and is Export Controlled.

(CS6100) (End of Clause)

8 52.211-4072 TECHNICAL DATA PACKAGE INFORMATION OCT/2010

The following Xd item applies to this solicitation:

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

CLIN:

TDP Link (URL):

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

<https://www.fbo.gov/fedteds/W56HZV12Q0372>

To access the data through FBO:

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-12-Q-0372 <b>MOD/AMD</b>	<b>Page</b> 9 <b>of</b> 42
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**Name of Offeror or Contractor:**

[End of clause]

9            52.211-4073            USE AND NON-DISCLOSURE AGREEMENT REQUIRMENT            OCT/2010  
The Government requires a Use and Non-Disclosure Agreement (NDA) to be signed by an authorized representative of your firm before you are granted access to the technical data. The appropriate Agreement is:

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

[X ]            Available as an attachment to this solicitation.

Follow the instructions on the Agreement, and email/fax it to the buyer at thomas.w.ozarski.civ@mail.mil, or fax 586-282-7306. The buyer will notify the FBO administrator upon receiving the NDA. The administrator will grant approval to view/download the TDP. An email stating approval has been granted will be sent to the vendor. It can take up to 24 hours after approval before you are able to view the TDP. If you have any questions/problems viewing the TDP, contact the buyer.

[End of Clause]

10           52.210-4502            HEAVY PHOSPHATE COATING REQUIREMENT            APR/2011  
The following requirements regarding heavy phosphate coatings are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G.

a. Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection." The appropriate address to which heavy phosphate coating procedures should be sent by the contractor is the buyer listed on the front page of the contract, who will coordinate with the engineering office. The contract number must be cited on all phosphate coating procedures submitted for review and approval. Procedures shall include product name and manufacturer of all chemicals/materials to be used. All processes, equipment, controls along with testing and test frequencies used for phosphating including application of supplemental finishes shall be described in detail.

b. Paragraph 3.2.5-c of MIL-DTL-16232G refers to the "Chromic acid rinse, (Classes 1, 2 and 3)." The final rinse shall be checked by a standard free and total acid titration along with a pH reading "prior to starting production and at least every 8 hours thereafter."

c. Paragraph 4.7.3 of MIL-DTL-16232G refers to "Weight per unit area of phosphate coatings." The frequency for testing coating weight is "per lot, at least every 8 hours."

d. Paragraph 4.7.5 of MIL-DTL-16232G refers to "Accelerated corrosion resistance." Accelerated corrosion resistance shall be determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM B117 is "per lot, at least every 8 hours."

e. The "product name" along with the manufacturer of the supplemental dry film lubricant or CARC paint (primer/topcoat) shall be stated in the procedure and shall be traceable to the applicable Qualified Products List (QPL) or Qualified Products Database (QPD) at Assist Online. QPD products may be obtained at the quick search site, type the specification number (i.e., 3150) in the second block and click the "Submit" button. Then click on the specification (i.e., MIL-PRF-3150). In the next screen, click on the word "Qualification".

To obtain MIL Specs, MIL Standards, QPL and QPD products see <https://assist.daps.dla.mil/quicksearch/>.

To obtain MIL Specs, MIL Standards, QPD products see <https://assist.daps.dla.mil/online/start/>.

f. A thickness range for the supplemental dry film lubricant or CARC paint (primer/topcoat) shall be stated in the procedure along with a frequency for testing. A daily frequency is required.

g. Heat cured dry film lubricant shall be air dried for 1.0 hour (until dry to touch) after dipping/spraying or flash dried at 155-175 degrees F for 10-30 minutes and then heat cured at a temperature of 375-425 degrees F for 55-65 minutes per paragraph 4.3.2.3 of MIL-PRF-46010.

h. Air cure dry film lubricant shall be air dried at room temperature for 24 hours minimum.

i. Adhesion testing shall be stated in the procedure for a supplemental coating of dry film lubricant per ASTM D2510 or CARC paint per



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-12-Q-0372 <b>MOD/AMD</b>	<b>Page 11 of 42</b>
---------------------------	---------------------------------------------------------------------------------------------------------	----------------------

**Name of Offeror or Contractor:**

unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

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

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

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

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

F. Hazardous Materials (as applicable):

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

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

- 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: NA

(DS6419)

(End of Clause)

INSPECTION AND ACCEPTANCE

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 12 of 42</b>
	PIIN/SIIN W56HZV-12-Q-0372	MOD/AMD

**Name of Offeror or Contractor:**

14            52.246-16            RESPONSIBILITY FOR SUPPLIES            APR/1984

15            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	Tailored by excluding paragraph 7.3

(End of Clause)

16            52.209-4515            INITIAL PRODUCTION INSPECTION - ECBC/RI            MAY/2012

The Contractor shall perform an Initial Production Inspection, consisting of first piece inspection of three (3 ea) units selected from the initial production lot by the DCMA Quality Assurance Representative (QAR). The Contractor shall notify the Contracting Officer and the QAR at least 15 days in advance of conducting any IPI as described in this provision, in order to ensure the QAR witnesses the inspection. The Contractor shall inspect and document all dimensions with actual measurements. If the Contractor takes metric measurements, the Contractor shall provide standard measurements as well, and the QAR will verify both types. The Contractor shall also provide all certifications of materials and processes that are necessary to verify compliance of the tested units to drawing requirements. The Contractor shall review all IPI data with the QAR, and the QAR will then either approve or reject the IPI results by written notification to the Contractor, and concurrently provide a copy of the notification to both the Contracting Officer and his or her quality assurance point of contact. The written notification will include the Contractor's name, the contract number, the tested items NSN(s) and part number(s), and, the items serial number(s) (if applicable). If the IPI is rejected, the Contractor shall repeat the inspection, or those portions of it specified by the QAR, until IPI is successfully completed.

The Contractor shall not proceed into full production until the QAR has approved IPI, and the Contracting Officer has been so notified. The Contractor shall immediately inform the Contracting Officer, QAR, and quality assurance point of contact if any changes to production processes or suppliers are made subsequent to IPI. The Contractor shall maintain a copy of all IPI data for 3 years following the inspection, unless the parties otherwise agree. The Contracting Officer reserves the right to order an additional IPI whenever a post-IPI change by the Contractor, such as tooling, ECPs, or the incorporation of new vendor parts, might affect the items quality. For any such additional IPI ordered, the Contractor shall provide serial numbers (if applicable) for all items fabricated after the new process or new supplier was initiated. If serial numbers are not applicable, then, in order to identify the affected units, the Contractor shall document the date the new process began. The approval process for additional inspections shall be the same as approval for the initial IPI.

QA POC is TBD, email \_\_\_\_\_, Telephone \_\_\_\_\_.

17            52.211-4029            INTERCHANGEABILITY OF COMPONENTS            MAY/1994  
(TACOM)

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

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

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

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

[End of clause]

18            52.246-4028            INSPECTION AND ACCEPTANCE POINTS: ORIGIN            NOV/2005  
(TACOM)



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

Page 14 of 42

PIIN/SIIN W56HZV-12-Q-0372

MOD/AMD

**Name of Offeror or Contractor:**

Government the opportunity to participate. Review and approval of the IPI data must be coordinated with the on-site Government Quality Assurance Representative (QAR). An e-mail will then be forwarded to the contract specialist, the TACOM-Warren Contract Specialist in Warren, MI with a copy furnished to the QA POC and a concurrence line for the DCMA QAR signature once the IPI has been satisfactorily completed. If applicable, this e-mail will identify serial numbers of the part(s) inspected. Quality Assurance shall be notified immediately should the contractor make any production process changes including vendor/supplier changes after the IPI. The DCMA QAR shall maintain a copy of all IPI data. An ADDITIONAL IPI shall be performed whenever a CHANGE is made to the production process that may affect quality such as: tooling change, ECP or if a new vendor part is utilized. IPIs for additional production process changes shall be identified by serial number when a new process will be cut into production units. THE APPROVAL PROCESS FOR ADDITIONAL IPIs SHALL BE THE SAME AS APPROVAL FOR THE IPI.

QA POC is Nelson Martinez  
 Email: mailto:nelson.r.martinez3.civ@mail.mil  
 Telephone: 309-782-6659

\*\*\* END OF NARRATIVE E0001 \*\*\*

## DELIVERIES OR PERFORMANCE

20	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
21	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
22	52.247-34	F.O.B. DESTINATION	NOV/1991
23	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
24	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2011) -- ALTERNATE I (DEC 2011)	DEC/2011
25	52.242-4022 (TACOM)	DELIVERY SCHEDULE	SEP/2008

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

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

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

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
0001AA	100	270
0001AB	1	150

(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	100	120

(d) Accelerated delivery schedule IS acceptable.

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W56HZV-12-Q-0372

**MOD/AMD**

**Name of Offeror or Contractor:**

(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

(2) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

[End of Clause]

26 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009  
(TACOM) ADDRESSES

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

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

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
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471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
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209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
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661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
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**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 16 of 42

PIIN/SIIN W56HZV-12-Q-0372

MOD/AMD

**Name of Offeror or Contractor:**

764538/	W67G23	Transportation Officer	Transportation Officer	Transportation Officer
764535		Tooele Army Depot, Warner, UT	Tooele Army Depot, Tooele, UT	Tooele Army Depot, Tooele, UT 84074-5003

\*\*\*SPLC indicates Standard Point Locator Code.

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

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

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

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

[End of Clause]

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

Page 17 of 42

PIIN/SIIN W56HZV-12-Q-0372

MOD/AMD

**Name of Offeror or Contractor:**

## CONTRACT ADMINISTRATION DATA

27            252.204-0005            PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE            SEP/2009  
(DFARS PGI)            (DFAS) - Line Item Specific: by Cancellation Date

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

[End of Clause]

28            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)
- 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)
- 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)
- 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.
- 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)

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]

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

Page 18 of 42

PIIN/SIIN W56HZV-12-Q-0372

MOD/AMD

**Name of Offeror or Contractor:**

SPECIAL CONTRACT REQUIREMENTS

29 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING SEP/2004

(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) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

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

Warren: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](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 CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <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](mailto:usarmy.detroit.acc.mbx.wrn-web-page@mail.mil) or by calling (586) 282-7059.

## CONTRACT CLAUSES

30	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
31	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
32	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
33	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
34	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
35	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
36	52.219-13	NOTICE OF SET-ASIDE OF ORDERS	NOV/2011
37	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
38	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
39	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
40	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
41	52.222-26	EQUAL OPPORTUNITY	MAR/2007
42	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
43	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
44	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010

## CONTINUATION SHEET

## Reference No. of Document Being Continued

Page 19 of 42

PIIN/SIIN W56HZV-12-Q-0372

MOD/AMD

## Name of Offeror or Contractor:

45	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
46	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
47	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
48	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
49	52.232-1	PAYMENTS	APR/1984
50	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
51	52.232-11	EXTRAS	APR/1984
52	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
53	52.232-25	PROMPT PAYMENT	OCT/2008
54	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
55	52.233-1	DISPUTES	JUL/2002
56	52.233-3	PROTEST AFTER AWARD	AUG/1996
57	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
58	52.243-1	CHANGES--FIXED PRICE	AUG/1987
59	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
60	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
61	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
62	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
63	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
64	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
65	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
66	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
67	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
68	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
69	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
70	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	MAY/2011
71	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	JUN/2012
72	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	JUN/2012
73	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
74	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
75	252.225-7036	BUY AMERICAN--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	JUN/2012
76	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2012
77	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	DEC/2011
78	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
79	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
80	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
81	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
82	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	APR/2012
83	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
84	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	MAR/2008
85	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
86	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
87	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	JUN/2012
88	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
89	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) -- ALTERNATE III (MAY 2002)	MAY/2002
90	52.213-4	TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	AUG/2012

(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)).

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

Page 20 of 42

PIIN/SIIN W56HZV-12-Q-0372

MOD/AMD

**Name of Offeror or Contractor:**

(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).

(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;

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

Page 21 of 42

PIIN/SIIN W56HZV-12-Q-0372

MOD/AMD

**Name of Offeror or Contractor:**

(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.)

(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/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAPARA.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

**Name of Offeror or 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)

91

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

APR/2009

(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/services/contractingopportunities/sizestandardsttopics/>.

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

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

**Name of Offeror or Contractor:**

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

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

(End of clause)

92            52.223-3            HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA            JAN/1997

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 24 of 42</b>
	PIIN/SIIN W56HZV-12-Q-0372	MOD/AMD

**Name of Offeror or Contractor:**

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93            52.223-11            OZONE-DEPLETING SUBSTANCES            MAY/2001  
(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

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

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

Warning

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

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

(End of Clause)

94            52.232-99            PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEV            AUG/2012  
                  (DEV 2012-            2012-00014)  
                  00014)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

95            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)

96            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984

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

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

(End of Clause)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> PIIN/SIIN W56HZV-12-Q-0372	<b>Page 25 of 42</b> MOD/AMD
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**Name of Offeror or Contractor:** \_\_\_\_\_

97                    252.211-7005                    SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS                    NOV/2005

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

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

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

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

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

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

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

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

(Offeror insert information for each SPI process)

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

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

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

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

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

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

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

(End of clause)

98                    252.223-7001                    HAZARD WARNING LABELS                    DEC/1991

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

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

**Name of Offeror or Contractor:**

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

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

MATERIAL (If None, Insert None.)	ACT

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

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

(End of clause)

99            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 27 of 42

PIIN/SIIN W56HZV-12-Q-0372

MOD/AMD

**Name of Offeror or Contractor:**

## LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0001	ENGINEERING CHANGE PROPOSAL (ECP)		007	
Attachment 0002	NOTICE OF REVISION (NOR)		001	
Attachment 0003	REQUEST FOR DEVIATION		003	
Attachment 0004	USE AND NON DISCLOSURE AGREEMENT		002	
Attachment 0005	CONTRACT DATA REQUIREMENTS LIST (CDRL)		002	
Attachment 0006	DOCUMENT SUMMARY LIST (DSL)		001	

100 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](http://contracting.tacom.army.mil/acqinfo/SolAttchARDEC_ECBC.htm). Vendors should ensure that they have the correct attachments in their possession prior to submitting a bid/proposal/quote.

Title / Number of Pages

Instructions and Address Code Distribution (ARDEC or Chem-Bio)

See <http://contracting.tacom.army.mil/engr/engrchange.htm>

1 Pg

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

1 Pg

Data Delivery Description Engineering Change Proposal

9 Pgs

Data Delivery Description Notice of Revision

2 Pgs

Data Delivery Description Request for Deviation

4 Pgs

Guidance on Documentation of Contract Data Requirements List (CDRL)

2 Pgs

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

Page 28 of 42

PIIN/SIIN W56HZV-12-Q-0372

MOD/AMD

**Name of Offeror or Contractor:**

## REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

101	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
102	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	SEP/2010
103	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
104	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
105	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATION (APR 2011) -- ALTERNATE I (APR 2011)	APR/2011

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332212.

(2) The small business size standard is 500.

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

(b) Representations.

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

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

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

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

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

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

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

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

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

(ii) It \_\_\_ is,  
\_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the

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

Page 29 of 42

PIIN/SIIN W56HZV-12-Q-0372

MOD/AMD

**Name of Offeror or Contractor:**

representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:]

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

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

is,  
 is not a veteran-owned small business concern.

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

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

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

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

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

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

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

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

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

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

"Service-disabled veteran-owned small business concern"

(1) Means a small business concern

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-12-Q-0372 <b>MOD/AMD</b>	<b>Page 30 of 42</b>
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**Name of Offeror or Contractor:**

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

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of Provision)

106 252.225-7046 EXPORTS BY APPROVED COMMUNITY MEMBERS IN RESPONSE TO THE SOLICITATION MAY/2012

(a) Definitions. The definitions of Approved Community, defense articles, export, Implementing Arrangement, qualifying defense articles, transfer, Treaty, and U.S. DoD Treaty-eligible requirements in DFARS clause 252.225-7047 apply to this provision.

(b) All contract line items in the contemplated contract, except any identified in this paragraph, are intended to satisfy U.S. DoD Treaty-eligible requirements. Specific defense articles exempt from Treaty eligibility will be identified in those contract line items that are otherwise Treaty-eligible.

CONTRACT LINE ITEMS NOT INTENDED TO SATISFY U.S. DoD TREATY-ELIGIBLE REQUIREMENTS:



**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W56HZV-12-Q-0372

**MOD/AMD**

**Name of Offeror or Contractor:**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**OFFEROR RECOMMENDATIONS**

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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

(End of Provision)

108      52.222-22      PREVIOUS CONTRACTS AND COMPLIANCE REPORTS      FEB/1999

The offeror represents that --

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

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

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

(End of Provision)

109      52.222-25      AFFIRMATIVE ACTION COMPLIANCE      APR/1984

The offeror represents that

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

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

(End of Provision)

110      52.225-18      PLACE OF MANUFACTURE      SEP/2006

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

Page 33 of 42

PIIN/SIIN W56HZV-12-Q-0372

MOD/AMD

**Name of Offeror or Contractor:**

(a) Definitions. As used in this clause

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

(2) Outside the United States.

(End of provision)

111	252.209-7999 (DEV 2012- 00004)	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004)	JAN/2012
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(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that--

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

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)







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

Page 37 of 42

PIIN/SIIN W56HZV-12-Q-0372

MOD/AMD

**Name of Offeror or Contractor:**

PREPAREDNESS, AND ENERGY PROGRAM USE

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

(End of Provision)

123            52.211-1            AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL            AUG/1998  
SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART  
101-29

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

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

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

(End of Provision)

124            52.211-2            AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS            JAN/2006  
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION  
INFORMATION SYSTEM (ASSIST)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST (<http://assist.daps.dla.mil/>)

(2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)

(3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by

(1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard/>);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

125            52.252-1            SOLICITATION PROVISIONS INCORPORATED BY REFERENCE            FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 38 of 42</b>
	PIIN/SIIN W56HZV-12-Q-0372	MOD/AMD

**Name of Offeror or Contractor:**

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

126            52.252-5            AUTHORIZED DEVIATIONS IN PROVISIONS            APR/1984

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

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

(End of clause)

127            52.211-4047            NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL            DEC/2004  
(TACOM)            (NEGOTIATED)

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

(b) Definitions:

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

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

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

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

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

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

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

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

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

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

[End of Provision]

128            52.215-4003            HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES            MAY/2011  
(TACOM)            (NON-US POSTAL SERVICE MAIL)

(a) Unless specifically authorized elsewhere in this solicitation, paper offers will not be accepted. The term "handcarried

**Name of Offeror or Contractor:**

offers" generally refers to offers contained on electronic media, which we recognize may be delivered "by hand." Handcarried offers must be delivered to Building 255.

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

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

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

(d) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(e) Handcarried offers must be delivered to Building 255. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 255. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Offer Receipt Office in Building 231.

(f) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(g) Packages must be delivered to Building 255 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

129 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

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

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

130 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES OCT/2006

(a) Policy:

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

(b) Agency Protest:

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

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

(c) Election of Forum:

**Name of Offeror or Contractor:**

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

(d) Protest Decision Authority:

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

(e) Time for Filing a Protest:

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

(f) Form of Protest:

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

## (g) Processing of HQAMC-Level Protests

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

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

Packages sent by FedEx or UPS should be addressed to:

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

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

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

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

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

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

(h) Effect of Protest on Award and Performance:

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

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

**Name of Offeror or Contractor:**

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

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

## (i) Remedies:

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

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

[End of Clause]

131	52.245-4002 (TACOM)	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING	MAR/1996
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(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

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

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

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

[End of Provision]

## EVALUATION FACTORS FOR AWARD

132	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001
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(a) We'll award a contract to the offeror that:

- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and

**Name of Offeror or Contractor:**

(2) submits a bid or proposal that meets all the material requirements of this solicitation, and

(3) meets all the responsibility criteria at FAR 9.104.

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

(1) arrange a visit to your plant and perform a preaward survey;

(2) ask you to provide financial, technical, production, or managerial background information.

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

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

[End of Provision]

DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)

This Data Delivery Description (DDD) contains the content and preparation instructions for the data product resulting from the work task specified in the contract. This DDD is used in conjunction with a Notice of Revision (NOR). A requirement for NORs, as applicable, should be contractually imposed in conjunction with this DDD.

Requirements:

1. Reference documents. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.
2. Format and content. The Engineering Change Proposal shall be prepared in contractor format.
3. Supporting data. In addition to the information required below, the ECP shall include supporting data. Formal ECPs shall be supported by drawings and other data (e.g., Logistic Support Analysis (LSA) data, detailed cost proposal data, test data and analyses) as specified in the contract to justify and describe the change and to determine its total impact including assessments of changes to system operational employment characteristics. When a life cycle cost and/or operation and support cost model has been included in the contract, the ECP shall also include the costs expected to result from the implementation of the change into all future production and spare items projected to be procured for the program. Also for all projected operation and support costs for operation of the total inventory of items by the Government. A summary of any testing done to validate concepts or new technology to be employed in the proposed engineering change shall be presented in the supporting data. Details of such test data shall be provided if it is vital to the decision regarding acceptance of the change.
4. Distribution statement. The appropriate distribution statement shall be affixed to the ECP in accordance with the requirements of the contract.
5. Date. Provide the submittal date of the ECP or of the revision to the ECP.
6. Procuring Activity Number (PAN): Provide the PAN of the procuring activity, if known.
7. DODAAC. Provide the DODAAC of the procuring activity, if known.
8. Originator name and address. Provide the name and address of the contractor submitting the ECP.
9. Designate as either Class I or II. Proposed changes that do not meet the criteria for Class I shall be designated as Class II. The engineering change shall be Class I if:
  - a. The Functional Configuration Documentation (FCD) or Allocated Configuration Documentation (ACD) is affected to the extent that any of the following requirements would be outside specified limits or specified tolerances:
    - (1) Performance.
    - (2) Reliability, maintainability or survivability.
    - (3) Weight, balance, moment of inertia.
    - (4) Interface characteristics.
    - (5) Electromagnetic characteristics.
    - (6) Other technical requirements in the specifications.
  - NOTE: Minor clarifications and corrections to FCD or ACD shall be made only as an incidental part of the next Class I ECP NOR, unless otherwise directed by the Government.
  - b. A change to the Product Configuration Documentation (PCD) will affect the FCD or ACD as described in paragraph 9a or will impact one or more of the following:
    - (1) Government Furnished Equipment (GFE).
    - (2) Safety.
    - (3) Compatibility or specified interoperability with interfacing CIs, support equipment or support software, spares, trainers or training devices/ equipment/software.
    - (4) Configuration to the extent that retrofit action is required.
    - (5) Delivered operation and maintenance manuals for which adequate change/revision funding is not provided in existing contracts.
    - (6) Preset adjustments or schedules affecting operating limits or performance to such extent as to require assignment of a new identification number.
    - (7) Interchangeability, substitutability, or replaceability as applied to CIs, and to all subassemblies and parts except the pieces and parts of non-reparable subassemblies.
    - (8) Sources of CIs or repairable items at any level defined by source-control drawings.
    - (9) Skills, manning, training, biomedical factors or human-engineering design.
  - c. Any of the following contractual factors are affected:
    - (1) Cost to the Government including incentives and fees.
    - (2) Guarantees or warranties.

- (3) Deliveries.
- (4) Scheduled milestones.

10. Justification code. Provide a justification code that is applicable to a proposed Class I engineering change. The justification code is not required for Class II ECPs. If more than one of the following codes are applicable, the one which is the most descriptive or significant shall be assigned to the ECP.

- a. Interface. Code B shall be assigned to an engineering change proposal for correction of a deficiency which will eliminate interference or incompatibility at an interface between CIs.
- b. Compatibility. Code C shall be assigned to an engineering change to correct a deficiency with the following characteristics:
  - (1) The need for the change has been discovered during the system or item functional checks or during installation and checkout and is necessary to make the system or item work.
  - (2) By assigning the compatibility code the contractor is declaring that the effort required to accomplish the change is considered to be within the scope of the existing contract except for changes caused by the Government.
  - (3) Contractual coverage completing the formal documentation of the engineering change will not reflect an increase in contract price for the corrective action in production and to delivered items in-warranty or otherwise stipulated in the contract.
- c. Correction of deficiency. Code D shall be assigned to an engineering change which is required to eliminate a deficiency, unless a more descriptive separate code applies. Such separate codes are used to identify deficiencies of the nature of safety, interface, or compatibility.
- d. Operational or logistics support. Code O shall be assigned to an engineering change which will make a significant effectiveness change in operational capabilities or logistics support.
- e. Production stoppage. Code P shall be assigned to an engineering change which is required to prevent slippage in an approved production schedule. This code applies when production to the current configuration documentation either is impracticable or cannot be accomplished without delay.
- f. Cost reduction. Code R shall be assigned to an engineering change which will provide a net total life cycle cost savings to the Government, but which is not being submitted pursuant to the Value Engineering clause of the contract. The savings in life cycle cost should include all effects on cost and price for the effort and requirements covered by the contract(s) currently in effect for this contractor, plus the costs resulting from necessary associated changes in delivered items, and logistics support.
- g. Safety. Code S shall be assigned to an engineering change for correction of a deficiency which is required primarily to eliminate a hazardous condition. When this code is assigned, a system hazard analysis shall be included with the ECP. (See MIL-STD-882)
- h. Value engineering (VE). Code V shall be assigned to an engineering change that will effect a net life cycle cost reduction and which is submitted pursuant to the VE clause of the contract.

11. Priority. A priority shall be assigned to each Class I ECP based upon the following definitions. Class II ECPs do not require a priority assignment. The proposed priority is assigned by the originator and will stand unless the Government has a valid reason for changing the priority.

- a. Emergency (E). Shall be assigned to an engineering change proposed for any of the following reasons:
  - (1) To effect a change in operational characteristics which, if not accomplished without delay, may seriously compromise national security;
  - (2) To correct a hazardous condition which may result in fatal or serious injury to personnel or in extensive damage or destruction of equipment. (A hazardous condition usually will require withdrawing the item from service temporarily, or suspension of the item operation, or discontinuance of further testing or development pending resolution of the condition.); or
  - (3) To correct a system halt (abnormal termination) in the production environment such that CSCI mission accomplishment is prohibited.
- b. Urgent (U). Shall be assigned to an engineering change proposed for any of the following reasons:
  - (1) To effect a change which, if not accomplished expeditiously, may seriously compromise the mission effectiveness of deployed equipment, software, or forces; or
  - (2) To correct a potentially hazardous condition, the uncorrected existence of which could result in injury to personnel or damage to equipment. (A potentially hazardous condition compromises safety and embodies risk, but within reasonable limits, permits continued use of the affected item provided the operator has been informed of the hazard and appropriate precautions have been defined and distributed to the user.); or
  - (3) To meet significant contractual requirements (e.g., when lead time will necessitate slipping approved production or deployment schedules if the change was not incorporated); or
  - (4) To effect an interface change which, if delayed, would cause a schedule slippage or increase cost; or
  - (5) To effect a significant net life cycle cost savings to the Government, as defined in the contract, through value engineering or through other cost reduction efforts where expedited processing of the change will be a major factor in realizing lower costs.
  - (6) To correct unusable output critical to mission accomplishment;
  - (7) To correct critical CI files that are being degraded; or
  - (8) To effect a change in operational characteristics to implement a new or changed regulatory requirement with stringent completion date requirements issued by an authority higher than that of the functional proponent.
- c. Routine (R). Shall be assigned to a proposed engineering change when emergency or urgent is not applicable.

12. ECP designation.

- a. Model/Type. Provide model or type designation of the CI for which this proposal is being submitted. For Computer Software Configuration Items (CSCI), enter the CSCI identification number.
- b. CAGE code. Enter the CAGE code for the activity originating the ECP.
- c. System designation. The system or top-level CI designation or nomenclature assigned shall be entered, if known.

13. ECP number. Provide an ECP number. Once an ECP number is assigned to the first submission of a change proposal, that number shall be retained for all subsequent submissions of a change proposal. One of the following methods of assigning ECP numbers may be used unless otherwise stated in the contract:

- a. ECP numbers shall run consecutively commencing with number 1, for each CAGE Code identified activity, or ECP numbers may be assigned in a separate series for each system that the contractor is producing
- b. When an ECP is split into a basic ECP and related ECPs, the basic ECP shall be identified with the number prescribed above and each related ECP shall be identified by the basic number plus a separate dash number. The number of characters in the ECP number, dash number, type, and revision identification shall not exceed 32.
- c. Other systems may be used provided the ECP number is unique for any CAGE Code identified activity, and the 32 character limitation is not exceeded.

14. Type. For Class I ECPs, indicate either a "P" for preliminary, or "F" for formal. A Class I ECP shall be preliminary if it meets the criteria below.

a. A preliminary change proposal is one that is submitted to the Government for review prior to the availability of the information necessary to support a formal ECP. It shall include a summary of the proposed change, its impact on related areas, and a justification. Examples are to furnish the Government with available information in order to permit:

- (1) A preliminary evaluation relative to the merits of the proposed change (e.g. installation of a proposed change for the purpose of evaluation and testing prior to making a final decision to proceed with a proposed change); or,
- (2) A determination regarding the desirability of continuing expenditures required to further develop the proposal.
- (3) To provide alternative proposals; or
- (4) To supplement a message relative to an emergency or urgent priority ECP when it is impracticable to submit a formal ECP within 30 calendar days; or
- (5) To obtain Government approval to proceed with software engineering development prior to the development of the actual coding changes.

b. A formal ECP is the type, which provides the engineering information and other data in sufficient detail to support formal change approval/contractual implementation.

15. Revision. If an ECP is being revised, enter the proper identification of the revision, i.e., R1 for the first revision; R2, R3, etc. for subsequent revisions. (The date submitted (paragraph 5) shall be the date of the revised ECP.)

16. Baseline affected. Indicate the baseline(s) affected (see MIL-HDBK-61).

17. Other systems/configuration items affected. If other systems/configuration items are affected indicate whether the effect on other systems or CIs requires the submittal of related Class I ECPs. Supply details in paragraphs 33a and c.

18. Specifications affected. If specifications cited in the contract are affected by the ECP, their identity by the CAGE code of the design activity, document number, revision letter, and the NOR number of the NOR being submitted with the ECP, shall be provided.

19. Drawings affected. If drawings are affected by the ECP, their identity by the CAGE code of the design activity, document number, revision letter, and the NOR number of the NOR being submitted with the ECP, shall be provided.

20. Title of change. Provide a brief title to identify the component or system affected by the ECP. For example: F-18 Aircraft Air Turbine Start Connector Backshell Replacement; AN/AYK-14(v) CP-1502/CP-1503 Reconfiguration to CP-1799; (CSCI name) Block Update.

21. Contract number(s) and line item(s). Provide the number(s) of all currently active contract(s), and the affected contract line item number(s), at the originating CAGE-coded activity that are affected by the engineering change.

22. Procuring contracting officer. Provide the procuring contracting officer's name, office symbol/code, and telephone number applicable to the CI shown in paragraph 21.

23. Configuration item nomenclature. Provide the assigned name and type designation the CSCI name and number, if applicable, or authorized name and number of the CI(s) affected by the ECP.

24. Is the CI in production? If "yes", provide information as to whether deliveries have been completed on the contract(s). This data is not always applicable to software. If not applicable, so indicate.

25. All lower level items affected.

a. For hardware, an appropriate, complete descriptive name of the part(s) shall be provided as well as the quantity of the part(s). Additionally, applicable NSNs shall be provided.

b. For CSCI's, provide the name and identifier of each lower level CI and computer software unit affected.

26. Description of change. The description of the proposed change shall include the purpose and shall be given in sufficient detail to adequately describe what is to be accomplished. It shall be phrased in definitive language such that, if it is repeated in the contractual document authorizing the change, it will provide the authorization desired. Supporting data may be provided to the extent necessary to clearly portray the proposed change. If the proposed change is an interim solution, it shall be so stated.

27. Need for change. Provide an explanation of the need for the change to include specifically identifying the benefit of the change to the Government. The nature of the defect, failure, incident, malfunction, etc. substantiating the need for the change shall be described in detail. Full utilization shall be made of available failure data. If a new capability is to be provided, improvements in range, speed, performance, endurance, striking power, defensive or offensive capabilities, etc. shall be described in quantitative terms. Correspondence establishing requirements for the change and any testing accomplished prior to the submission shall be identified and summarized. If the ECP is needed to correct maintenance/logistics problems, that fact will be included with sufficient detail to identify the issues. If the ECP is being submitted as a response to a request for ECP or Government direction, cite that authority herein.

28. Production effectivity by serial number.

a. For hardware, provide the estimated production effectivity point for the production items including serial number, or other item identification (e.g., block or lot number) as approved by the Government. In determining the effectivity point for the proposed change, consider, in addition to the time factors, the availability of all support elements affected and the most economical point of introduction consistent with all the salient factors involved. The earliest production incorporation is not necessarily the singular or most important factor in the establishment of a proposed change effectivity point. The effectivity point shall be based on concurrent availability of all logistics support elements and materials affected by the change to the item.

b. For CSCI's, identify the CSCI version number, if known, into which the change will be incorporated. Where applicable, the effectivity of the end item CI and vehicle (aircraft, tank, ship, etc.) into which the capability represented by the new version of the software is proposed to be incorporated, shall also be provided. If the impact of the ECP merits the release of a new software version include a recommendation to this effect. Serial numbers may be used in lieu of version numbers if approved by the Government.

29. Effect on production delivery schedule. State the estimated delivery schedule of items incorporating the change, either in terms of days after contractual approval, or by specific dates contingent upon contractual approval by a specified date. If there will be no effect on the delivery schedule, so state.

30. Retrofit.

a. Recommended item effectivity. When the contractor recommends that the engineering change be accomplished in accepted items by retrofit, the quantities and serial (or lot) numbers of accepted items in which the change is proposed to be incorporated by retrofit shall be provided. Such statement regarding items currently in production shall be based upon the estimated approval date of the ECP.

b. Ship/vehicle class affected. When the delivered CI is installed in one or more ship/vehicle classes, enter the identification of such classes.

c. Estimated kit delivery schedule. State estimated kit delivery schedule by quantity and date. When special tooling for retrofit is required for Government use, provide the dates of availability of tools, jigs, and test equipment required in conjunction with the kits to accomplish the change.

d. Locations or ship/vehicle numbers affected. State the location(s) where retrofit is to be accomplished. If retrofit is to be accomplished in ships (or in vehicles for which the serial numbers are not shown in paragraph 30b), enter the ship hull numbers or vehicle numbers.

NOTE: The appropriate information shall be provided for CSCI changes that are to be incorporated as part of a hardware or equipment change; and implemented per a hardware retrofit schedule, or where the fielded version of the software is to be replaced.

31. Estimated costs/savings under contract. Provide the total estimated costs/savings impact of the ECP on the contract for the subject CI. Savings shall be shown in parentheses.

32. Estimated net total costs/savings. Provide the total estimated costs/savings impact of the basic and all related ECPs, including other costs/savings to the Government. Savings shall be shown in parentheses.

33. Effects on Functional/Allocated Configuration Identification. This information is to be provided only if the proposed change affects the system specification or the item development specification(s). If a separate product function specification is used, effects on such specification of changes proposed after the Product Baseline has been established shall be described as required.

a. Other systems affected. Provide only if other systems/configuration items are affected as indicated in paragraph 17.

b. Other contractors/activities affected. Identify other contractors or Government activities that will be affected by this engineering change.

c. Configuration items affected. Enter the names and numbers of all CIs, maintenance and operator training equipment, and support equipment affected.

d. Effects on performance allocations and interfaces in system specification. Describe the changes in performance allocations and in the functional/physical interfaces defined in the system specification.

e. Effects on employment, integrated logistic support, training, operational effectiveness, or software.

(1) For hardware, describe the effects of the proposed change on employment, deployment, logistics, and/or personnel and training requirements which have been specified in the approved system and/or CI specifications, including any changes or effects on the operability of the system. In particular, there shall be an entry detailing any effect on interoperability.

(2) For CSCIs, the following information shall be entered as applicable to the degree of design development of the CSCI at the time of ECP submission:

(a) Identify any required changes to the data base parameters or values, or to data base management procedures;

(b) Identify and explain any anticipated effects of the proposed change on acceptable computer operating time and cycle-time utilization;

(c) Provide an estimate of the net effect on computer software storage; and,

(d) Identify and explain any other relevant impact of the proposed change on utilization of the system.

34. Effects on configuration item specifications. The effect of the proposed change on performance shall be described in quantitative terms as it relates to the parameters contained in the CI development specifications. (See MIL-STD-961)

35. Developmental requirements and status.

a. For hardware, when the proposed engineering change requires a major revision of the development program (e.g., new prototypes, additional design review activity, tests to be reaccomplished), the nature of the new development program shall be described in detail, including the status of programs already begun.

b. For CSCIs, identify the scheduled sequence of computer software design and test activities which will be required. ECPs initiated after preliminary design which affect the FBL and/or the ABL shall identify, as appropriate, significant requirements for computer software redesign, recoding, repetition of testing, changes to the software engineering/test environments, special installation, adaptation, checkout, and live environment testing. In addition, the specific impact of these factors on approved schedules shall be identified. The impact of the software change on the hardware design and input/output cabling shall also be detailed.

36. Date by which contractual authority is needed. Provide the date contractual authority is required in order to maintain the established schedule for:

a. Production

b. Retrofit

37. Effects on product configuration documentation, logistics and operations. Certain information required may have been supplied in paragraphs above or does not apply to computer software. When this information has already been supplied, a cross-reference to such information will be adequate.

a. For hardware, if any specific logistic interoperability factors are affected, provide information detailing the possible impact on the operational configuration.

b. For CSCIs, the software engineering and test environments are usually not affected by changes in the product configuration of a CSCI. Provide information about the status of the software redesign and retesting effort. There shall also be a review of the intent to document CSCI impacts in these areas.

38. Effect on product configuration documentation or contract. The effects on the approved CI product specifications shall be described by reference to the NORs or other enclosure(s) which cover such proposed text changes in detail. The effects on drawings, when not covered previously shall be described in general terms. Address nomenclature change when applicable. The effects on performance, weight-balance-stability, weight-moment, shall also be provided when applicable.

39. Effect on acquisition logistics support (ALS) elements. The effects of the engineering change on logistic support of the item shall be provided. These effects shall be explained in detail. The information required shall indicate the method to be used to determine the integrated logistic support plans and items which will be required for the support of the new configuration as well as retrofitting previously delivered items to the same configuration. The following shall be covered as applicable:

a. Effects on schedule and content of the ALS plan.

b. Effect on maintenance concept and plans for the levels of maintenance and procedures.

c. System and/or CI logistics support analysis (LSA) tasks to be accomplished and LSA data requiring update wherever it exists in the contract. (MIL-PRF-49506)

d. Extension/revision of the interim support plan.

e. Spares and repair parts that are changed, modified, obsoleted or added, including detailed supply data for interim support spares.

NOTE: Failure to include detailed supply data will delay ECP processing.

f. Revised or new technical manuals.

g. Revised or new facilities requirements and site activation plan.

h. New, revised, obsoleted or additional support equipment (SE), test procedures and software. For items of SE and trainers which require change, furnish a cross reference to the related ECPs, and for any related ECP not furnished with the basic ECP, furnish a brief description of the proposed change(s) in SE and trainers.

i. Qualitative and quantitative personnel requirements data which identify additions or deletions to operator or maintenance manpower in

terms of personnel skill levels, knowledge and numbers required to support the CI as modified by the change.

j. New operator and maintenance training requirements in terms of training equipment, trainers and training software for operator and maintenance courses. This information should include identification of specific courses, equipment, technical manuals, personnel, etc. required to set up the course at either the contractor or Government facility.

k. Any effect on contract maintenance that increases the scope or dollar limitation established in the contract.

l. Effects on packaging, handling, storage, and transportability resulting from changes in materials, dimensions, fragility, inherent environmental or operating conditions.

40. Effect on operational employment. The effects of the engineering change of CI utilization shall be provided. Quantitative values shall be used whenever practicable and are required when reliability and service life are impacted. Survivability includes nuclear survivability. The effects of the change proposal on safety, maintainability, operating procedures, electromagnetic interference, activation schedule critical single point failure items, and interoperability shall also be provided, if applicable.

41. Other considerations. The effects of the proposed engineering change on the following shall be identified:

a. Interfaces having an effect on adjacent or related items, (output, input, size, mating connections, etc.).

b. GFE or Government Furnished Data (GFD) changed, modified or obsoleted.

c. Physical constraints. Removal or repositioning of items, structural rework, increase or decrease in overall dimensions.

d. Software (other than operational, maintenance, and training software) requiring a change to existing code and/or, resources or addition of new software.

e. Rework required on other equipment not included previously which will effect the existing operational configuration.

f. Additional or modified system test procedures required.

g. Any new or additional changes having an effect on existing warranties or guarantees.

h. Changes or updates to the parts control program.

i. Effects on life cycle cost projections for the configuration item or program, including projections of operation and support costs/savings for the item(s) affected over the contractually defined life and projections of the costs/savings to be realized in planned future production and spares buys of the item(s) affected.

42. Alternate solutions. When applicable, provide a summary of the various alternative solutions considered, including the use of revised operation or maintenance procedures, revised inspection or servicing requirements, or revised part replacement schedules. The contractor shall provide an analysis of the alternatives, identify the advantages and disadvantages inherent in each feasible alternative approach, and show the reasons for adopting the alternative solution proposed by the ECP. When contractors analysis addresses new concepts or new technology, supporting data shall be presented with the proposal to authenticate the trade-off analysis.

43. Developmental status. When applicable, make recommendations as to the additional tests, trials, installations, prototypes, fit checks, etc., which will be required to substantiate the proposed engineering change. These recommendations shall include the test objective and test vehicle(s) to be used. Indicate the development status of the major items of GFE which will be used in conjunction with the change and the availability of the equipment in terms of the estimated production incorporation point.

44. Recommendations for retrofit. When applicable, make recommendations for retrofit of the engineering change into accepted items with substantiating data, any implications thereto, and a brief description of the action required. Where retrofit is not recommended, an explanation of this determination shall be provided.

a. Work-hours per unit to install retrofit kits. Show the amount of work which must be programmed for various activities to install retrofit kits. Estimate work-hours to install retrofit kits when weapon system is undergoing overhaul.

b. Work-hours to conduct system tests after retrofit. Provide the work-hours required to test the system or the item following installation of the retrofit kit.

c. This change must be accomplished. Where previously approved engineering changes must be incorporated in a specific order in relation to the proposed change, such order should be specified.

d. Is contractor field service engineering required? If "yes" attach proposed program for contractor participation.

e. Out of service time. Estimate the total time period from removal of the equipment from operational service until equipment will be returned to operational status after being retrofitted.

45. Effect of this ECP and previously approved ECPs on item. Summarize the cumulative effect upon performance, weight, electrical load, etc., of this ECP and previously approved ECPs when design limitations are being approached or exceeded. Provide consequences of ECP disapproval.

46. Production impact costs. Estimated costs/savings applicable to production of the item resulting from the change. Includes the costs of Redesign of the CIs or Components thereof, of Factory Test Equipment, of Special Factory Tooling, of Scrap, of Engineering Design, of Engineering Data Revision, of Revision of Test Procedures, and of Testing and Verification of Performance of New Items.

47. Retrofit impact costs: Estimated costs applicable to retrofit of the item including installation and testing costs. Includes

Retrofit-specific Engineering Data Revision, Prototype Testing, Kit Proof Testing, Purchase of Retrofit Kits for Operational Systems, Preparation of Modification Instructions, Design and Manufacture of Special Tooling for Retrofit, Installation of Kits by contractor personnel, Installation of Kits by government personnel, Testing after Retrofit and odification, and Testing and Verification of Performance of Government Furnished Equipment/Property (GFE/GFP).

48. Logistics support impact costs: Estimated costs/savings of the various elements of logistics support applicable to the item. Includes Spares/Repair Parts Rework, New Spares and Repair Parts, Supply/Provisioning Data, Support Equipment, Retrofit Kit for Spares, Operator Training Courses, Maintenance Training Courses, Revision of Technical Manuals, New Technical Manuals, Training/Trainers, Interim Support, Maintenance Manpower, and Computer Programs/Documentation.

49. Other costs/savings: Includes estimated costs of interface changes accomplished by other contractor activities. (Do not include costs if the changes are covered by related ECPs by other contractors. Also includes estimated costs of interface changes accomplished by the Government for changes which must be accomplished in previously delivered items (aircraft, ships, facilities, etc.), other interfacing products, and/or retrofit of GFE/GFP, to the extent that such costs are not covered under production, retrofit, or logistics support.

50. Estimated costs/savings summary, related ECPs. Provide a summary of the estimated net total cost impact of both the ECP and any related ECPs and other associated new requirements which are needed to support the modified items broken out by categories described in paragraphs 47 through 50 above.

a. Prime contractor. The prime contractor shall summarize the costs/savings of all related ECPs for which the contractor is responsible. If there is no system integrating contractor, the prime contractor submitting the basic ECP shall include the costs of related ECPs being submitted by other affected contractors to the extent such information is available.

b. System integrating contractor. When a system integrating contractor (or coordinating contractor) has contractual responsibility for ECP coordination, the contractor shall summarize the costs of related ECPs of the several primes involved in an interface or interrelated ECP.

51. Milestones. Provide milestones that show the time phasing of the various deliveries of items, support equipment, training equipment, and documentation incorporating the basic and related ECPs. Enter symbols and notations to show the initiation or termination of significant actions. Base all dates upon months after contractual approval of the basic ECP.

52. Signature. An authorized official representing the contractor submitting the ECP shall sign the ECP.

DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)

This Data Delivery Description (DDD) contains the content and preparation instructions for the data product resulting from the work task specified in the contract. This DDD is used in conjunction with an Engineering Change Proposal (ECP). A requirement for ECPs should be contractually imposed in conjunction with this DDD. This DDD may also be used with Specification Change Notices (SCNs). Where NORs are required for changes to paper specifications, a requirement for SCNs may be contractually imposed in conjunction with this DDD.

Requirements:

1. Reference documents. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.
2. Format and content. The NOR shall be prepared in contractor format. The NOR content shall be in accordance the contractors processes and procedures, or as specified in the contract.
3. Distribution statement. The appropriate distribution statement shall be affixed to the NOR in accordance with the requirements of the contract.
4. Date. Provide the submittal date of the NOR. Normally this date will be identical to the ECP submittal date.
5. DODAAC. Provide the DODAAC of the procuring activity.
6. Procuring Activity Number (PAN). Provide the PAN of the procuring activity, if known.
7. Originator name and address. Provide the name and address of the contractor submitting the proposed NOR (inclusion of submitting individual's name is optional).
8. CAGE code. Provide the CAGE code of the originator of the ECP.
9. NOR number. Unless the use of a Government assigned number is prescribed, the originator shall either assign a number or enter the document number and new revision letter as the NOR number. When the requirement in the contract identifies the NOR by ECP number, the originator shall attach a dash number (i.e., xxx-1).
10. CAGE Code. Provide the CAGE Code of the original design activity that appears on the document to which the revision applies. If the original design activity is not the current design activity, also enter the CAGE code of the current design activity.
11. Document number. Provide the number of the drawing, standard, specification, list or other document to be revised.
12. Title of document. Provide the title of the document to which the NOR applies.
13. Revision letter. Show the existing revision of the document for which the NOR is prepared.
14. Outstanding NORs. Provide the NOR number of all approved unincorporated NORs for the affected document.
15. ECP number. Provide the number of the ECP describing the engineering change which necessitates the document revision covered by the NOR.
16. Configuration item (or system) to which ECP applies. Provide Government assigned system designation (if any); otherwise, enter the name and type designation of the Configuration Item to which the ECP applies.
17. Description of change. Describe the change in detail, giving the exact wording of sentences or paragraphs that are to be added, or that are to replace designated sentences or paragraphs of the current document. State the dimensions, tolerances and other quantitative requirements that are to replace current requirements. Attach a marked print when necessary to clearly explain the desired revision. Use a "From - To" format in the description of the change.

**PIIN/SIIN** W56HZV-12-Q-0372

**MOD/AMD**

**ATT/EXH ID** Attachment 0002

**PAGE** 2

DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)

This Data Delivery Description (DDD) contains the content and preparation instructions for the data product resulting from the work task specified in the contract.

Requirements:

1. Reference documents. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.
2. Format and content. The Request for Deviation shall be prepared in contractor format. The RFD content shall be in accordance with the contractors processes and procedures, or as specified in the contract.
3. Distribution statement. The appropriate distribution statement shall be affixed to the RFD in accordance with the requirements of the contract.
4. Date. Provide the submittal date of the deviation.
5. DODAAC. Provide the DODAAC of the procuring activity, if known.
6. Procuring Activity Number (PAN). Provide the PAN of the procuring activity, if known
7. Originator name and address. Provide the name and address of the contractor submitting the request (inclusion of submitting individual's name is optional
8. Classification. The deviation shall be designated minor, major, or critical in accordance with the following criteria:
  - a. Minor. A deviation shall be designated as minor when:
    - (1) The deviation consists of a departure which does not involve any of the factors listed in 8b or 8c or
    - (2) When the configuration documentation defining the requirements for the item classifies defects in requirements and the deviations consist of a departure from a requirement classified as minor.
  - b. Major. A deviation shall be designated as major when:
    - (1) The deviation consists of a departure involving:
      - (a) health
      - (b) performance
      - (c) interchangeability, reliability, survivability, maintainability, or durability of the item or its repair parts
      - (d) effective use or operation;
      - (e) weight and size; or
      - (f) appearance (when a factor) or
    - (2) When the configuration documentation defining the requirements for the item classifies defects in requirements and the deviations consist of a departure from a requirement classified as major.
  - c. Critical. A deviation shall be designated as critical when:
    - (1) The deviation consists of a departure involving safety or
    - (2) When the configuration documentation defining the requirements for the item classifies defects in requirements and the deviations consist of a departure from a requirement classified as critical.
9. Designation for deviation.
  - a. Model/Type. Provide the model or type designation of the CI for which the request is being submitted. For CSCIs provide the CSCI identification.
  - b. CAGE Code. Provide the CAGE Code for the activity originating the deviation.
  - c. System designation. The system or top level CI designation or nomenclature assigned by the Government shall be entered, if known.
10. Deviation number. Deviation identification numbers shall be unique for each CAGE Code identified activity. Once a number is assigned, that number shall be retained for all subsequent submissions. Unless otherwise authorized by the Government, deviations shall be separately and consecutively numbered commencing with number one. As an

alternative, numbers may be assigned from a separate series for each system that the contractor is producing. The number of characters in the deviation number, dash number, and type identification shall not exceed 32.

11. Configuration baseline affected. Indicate the affected baseline (See MIL-HDBK-61).

12. Are other system/configuration items affected? If yes, provide summary.

13. Title of deviation. Provide a brief descriptive title of the deviation.

14. Contract number and line item. Provide the number(s) of all currently active contract(s) and the affected contract line item number(s) that are affected by the deviation.

15. Procuring contracting officer. Enter the procuring contracting officer's name, office symbol/code, and telephone number applicable to the CI shown in paragraph 18.

16. Configuration item nomenclature. Provide the Government assigned name and type designation, if applicable, or authorized name and number of the CI to which the deviation will apply.

17. Classification of defect (CD).

a. CD number. If either a Government or contractor's CD applies, enter the number assigned.

b. Defect number. If a CD applies, enter the defect number(s) which correspond(s) with the characteristic(s) from which an authorized deviation is desired.

c. Defect classification. If a CD applies state the proper classification of the defect number(s) entered in paragraph 17b.

18. Name of lowest part/assembly affected. An appropriate descriptive name of the part(s) shall be given here without resorting to such terms as "Numerous bits and pieces".

19. Part number or type designation. Enter the part number(s) of the part(s) named in paragraph 18 or type designation/nomenclature if applicable.

20. Effectivity. Define the effectivity of the proposed RFD by entering, as applicable, the quantity of items affected, the serial numbers of the items affected, or the lot number(s) applicable to the lot(s) affected by the deviation being requested.

21. Recurring Deviation. If this is a recurring deviation, reference the previous correspondence, the request number, and corrective action to be taken in paragraph 27. In addition provide rationale why recurrence was not prevented by previous corrective action and/or accomplished design change.

22. Effect on cost/price. Provide the estimated reduction or price adjustment. If no change in price, cost, or fee, so state with rationale. The request for deviation shall include the specific consideration that will be provided to the Government if this "non-conforming" unit(s) (See FAR Part 46.407) is accepted by the Government.

23. Effect on delivery schedule. State the effects on the contract delivery schedule that will result from both approval and disapproval of the request for deviation.

24. Effect on integrated logistics support, interface, or software. If there is no effect on logistics support or the interface, provide a statement to that effect. If the deviation will have an impact on logistics support or the interface, describe such effects.

25. Description of deviation. Describe the nature of the proposed departure from the technical requirements of the configuration documentation. The deviation or waiver shall be analyzed to determine whether it affects any of the factors listed below. Describe any effect on each of these factors (marked drawings should be included when necessary to provide a better understanding of the deviation):

a. Effect on Product Configuration Documentation or Contract.

(1) Performance

(2) Weight-balance-stability (aircraft)

- (3) Weight-Moment (other equipment)
- (4) Technical Data
- (5) Nomenclature
- b. Effect on Operational Employment
  - (1) Safety
  - (2) Survivability
  - (3) Reliability
  - (4) Maintainability
  - (5) Service Life
  - (6) Operating Procedures
  - (7) Electromagnetic Interference
  - (8) Activation Schedule
  - (9) Critical Single Point Failure Items
  - (10) Interoperability
- c. Other Considerations
  - (1) Interface
  - (2) Other Affected Equipment/Government Furnished Equipment (GFE)/Government Furnished Parts (GFP)
  - (3) Physical Constraints
  - (4) Computer Programs and Resources
  - (5) Rework of other equipment
  - (6) System Test Procedures
  - (7) Warranty/Guarantee
  - (8) Parts Control
  - (9) Life Cycle Costs

26. Need for deviation. Explain why it is impossible or unreasonable to comply with the configuration documentation within the specified delivery schedule. Also explain why a deviation is proposed in lieu of a permanent design change.

27. Corrective action taken. Describe action being taken to correct non-conformance to prevent a future recurrence.

28. Signature. The RFD shall be signed by an authorized official representing the contractor submitting the RFD.

Use and Non-Disclosure Agreement  
For Government Technical Data

The undersigned, \_\_\_\_\_, an authorized representative of the \_\_\_\_\_, (which is hereinafter referred to as the "Recipient") requests the Government to provide the Recipient with technical data or computer software (hereinafter referred to as "Data") in which the Government's use, modification, reproduction, release, performance, display or disclosure rights are restricted. Those Data are identified in an attachment to this Agreement. In consideration for receiving such Data, the Recipient agrees to use the Data strictly in accordance with this Agreement:

(1) The Recipient shall-

(a) Use, modify, reproduce, release, perform, display, or disclose Data marked with government purpose rights or SBIR data rights legends only for government purposes and shall not do so for any commercial purpose. The Recipient shall not release, perform, display, or disclose these Data, without the express written permission of the contractor whose name appears in the restrictive legend (the "Contractor"), to any person other than its subcontractors or suppliers, or prospective subcontractors or suppliers, who require these Data to submit offers for, or perform, contracts with the Recipient. The Recipient shall require its subcontractors or suppliers, or prospective subcontractors or suppliers, to sign a use and non-disclosure agreement prior to disclosing or releasing these Data to such persons. Such agreement must be consistent with the terms of this agreement.

(b) Use, modify, reproduce, release, perform, display, or disclose technical data marked with limited rights legends only as specified in the attachment to this Agreement. Release, performance, display, or disclosure to other persons is not authorized unless specified in the attachment to this Agreement or expressly permitted in writing by the Contractor. The Recipient shall promptly notify the Contractor of the execution of this Agreement and identify the Contractor's Data that has been or will be provided to the Recipient, the date and place the Data were or will be received, and the name and address of the Government office that has provided or will provide the Data.

(c) Use computer software marked with restricted rights legends only in performance of Solicitation Number W56HZV-12-Q-0372. The recipient shall not, for example, enhance, decompile, disassemble, or reverse engineer the software; time share, or use a computer program with more than one computer at a time. The recipient may not release, perform, display, or disclose such software to others unless expressly permitted in writing by the licensor whose name appears in the restrictive legend. The Recipient shall promptly notify the software licensor of the execution of this Agreement and identify the software that has been or will be provided to the Recipient, the date and place the software were or will be received, and the name and address of the Government office that has provided or will provide the software.

(d) Use, modify, reproduce, release, perform, display, or disclose Data marked with special license rights legends: The US Government has rights to release this drawing to its contractors located within the United States and its territories for Government use and manufacture only pursuant to the conditions in License Agreement No. DAAA09-85-H-W001 between BAE SYSTEMS, RO DEFENSE, Nottingham and the United States Government dated 25 April 1985. Any reproduction of Technical Data or portions thereof marked with this legend must also reproduce this legend.

(2) The Recipient agrees to adopt or establish operating procedures and physical security measures designed to protect these Data from inadvertent release or disclosure to unauthorized third parties.

(3) The Recipient agrees to accept these Data "as is" without any Government representation as to suitability for intended use or warranty whatsoever. This disclaimer does not affect any obligation the Government may have regarding Data specified in a contract for the performance of that contract.

(4) The Recipient may enter into any agreement directly with the Contractor with respect to the use, modification, reproduction, release, performance, display, or disclosure of these Data.

(5) The Recipient agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of Data received from the Government with restrictive legends by the Recipient or any person to whom the Recipient has released or disclosed the Data.

(6) The Recipient is executing this Agreement for the benefit of the Contractor. The Contractor is a third party beneficiary of this Agreement who, in addition to any other rights it may have, is intended to have the rights of direct action against the Recipient or any other person to whom the Recipient has released or disclosed the Data, to seek damages from any breach of this Agreement or to otherwise enforce this Agreement.

(7) The Recipient agrees to destroy these Data, and all copies of the Data in its possession, no later than 30 days after the date shown in paragraph (8) of this Agreement, to have all persons to whom it released the Data do so by that date, and to notify the Contractor that the Data have been destroyed.

(8) This Agreement shall be effective for the period commencing with the Recipient's execution of this Agreement and ending upon the performance of the contract, if one was awarded to the recipient. For recipients, of data that were not awarded a contract, upon notification that a contract was awarded to other than the recipient or after review of data if a proposal was not submitted. The obligations imposed by this Agreement shall survive the expiration or termination of the Agreement.

(9) To access TDP drawings, select the Download TDP link on the Open Solicitation Page to request authorization.  
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Recipient's Business Name \_\_\_\_\_

Business Cage Code\_\_\_\_\_ E-mail Address\_\_\_\_\_

By\_\_\_\_\_ Date \_\_\_\_\_  
Authorized Representative

Representative's Typed Name \_\_\_\_\_

and Title \_\_\_\_\_

CONTRACT DATA REQUIREMENTS LIST  
 DD FORM 1423 (MECHANIZED)

CATEGORY: MISC SYSTEM/ITEM: RACHET HANDBRAKE ASSY  
 TO CONTRACT/PR: EH2V1662EH  
 NSN: 1015-01-343-1972

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

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1. A001	14.
	SEE ADDRESS CODE / /
2. ENGINEERING CHANGE PROPOSAL (ECP)	DISTRIBUTION / /
3.	ATTACHED*** / /
4. DI-CMAN-80639C*	
5. SECTION C	
6. RDAR-EIS-PDR 7. LT	8. - 9. **
10. ASREQ 11. ---	15. TOTAL 0/ 0/ 0
12. ASREQ	13. ASREQ

16. REMARKS  
 \*DELETE PARAGRAPH 2 OF DID. SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF THE ECP. CONTRACTOR FORMAT IS ACCEPTABLE, DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). \*\*DIST STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MGR. \*\*\*SUBMIT ELECTRONICALLY TO [usarmy.RIA.ardec.mbx.ardec-ecp-input@mail.mil](mailto:usarmy.RIA.ardec.mbx.ardec-ecp-input@mail.mil). ELECTRONIC FILES MUST BE LESS THAN 7MB. THE FORMS LOCATED AT [https://www.pica.army.mil/prod\\_techdata/cmdocs-links.htm](https://www.pica.army.mil/prod_techdata/cmdocs-links.htm) ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM (DD FORMS).

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1. A002	14.
	SEE ADDRESS CODE / /
2. REQUEST FOR DEVIATION (RFD)****	DISTRIBUTION / /
3.	ATTACHED*** / /
4. DI-CMAN-80640C*	
5. SECTION C	
6. RDAR-EIS-PDR 7. LT	8. - 9. **
10. ASREQ 11. ---	15. TOTAL 0/ 0/ 0
12. ASREQ	13. ASREQ

16. REMARKS  
 \*DELETE PARAGRAPH 2 OF DID. SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF RFD. ADEQUATE DATA/ANALYSIS/TESTING TO SUPPORT THE POSITION RELATIVE TO PARAGRAPH 24 AND 25 OF DATA DELIVERY DESCRIPTION SHALL BE INCLUDED. CONTRACTOR FORMAT IS ACCEPTABLE, BUT DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). \*\*DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIG MGR. \*\*\*SUBMIT ELECTRONICALLY TO

usarmy.RIA.ardec.mbx.ardec-ecp-input@mail.mil. ELECTRONIC FILES MUST BE LESS THAN 7MB. THE FORMS LOCATED AT https://www.pica.army.mil/prod\_techdata/cmdocs-links.htm ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM (DD FORMS).

\*\*\*\*THE CONTRACTOR SHALL IDENTIFY IF THE RFD IS PRIOR TO MFG OR NON-CONFORMING MTRL. A PRIOR TO MFG DESCRIBES A PROPOSED DEPARTURE FROM CONFIG DOCS FOR A SPECIFIC NUMBER OF UNITS OR FOR A SPECIFIED PERIOD OF TIME. A NON-CONFORMING MTRL RFD IS USED TO OBTAIN AUTH TO DELIVER NON-CONFORMING MTRL WHICH DOES NOT MEET THE CONFIG DOCS BUT IS SUITABLE FOR USE AS IS OR AFTER REPAIR.

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1. A003		14.		
		SEE ADDRESS CODE	/ /	
2. NOTICE OF REVISION (NOR)		DISTRIBUTION	/ /	
3.		ATTACHED**	/ /	
4. DI-CMAN-80642C*				
5. SECTION C				
6. RDAR-EIS-PDR	7. LT	8. -	9. **	
10. ASREQ	11. ---	15. TOTAL	0/ 0/ 0	
12. ASREQ	13. ASREQ			

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

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1. A004		14.		
2. TEST PROCEDURE - PHOSPHATE COATING		THRU CONTRACTING	/ /	
		OFFICER		
3. PRE-PRODUCTION PROCEDURE		*RDAR-MEE-P	/ 1/	
4. DI-NDTI-80603A				
5. MIL-DTL-16232G, PARA 3.1				
6. RDAR-MEE-P(R)	7. XX	8. A	9. N/A	
10. ONE/R	11. N/A	15. TOTAL	0/ 1/ 0	
12. 60DAC	13. N/A			

16. REMARKS  
 BLOCK 8 CONT.- PRIOR TO PRODUCTION APPROVAL THRU THE CONTRACTING OFFICER IS REQUIRED W/IN 60 DAYS AFTER CONTRACT AWARD. \*RDAR-MEE-P(R) SHALL PROVIDE PROCEDURE REVIEW RESPONSE BACK TO CONTRACTING OFFICER. A DD FORM 250 IS NOT REQUIRED FOR PHOSPHATE COATING PROCEDURE APPROVAL. CONTRACTOR FORMAT ACCEPTABLE. WRITTEN PROCEDURES SHALL BE SUBMITTED USING A PC COMPATIBLE FORMAT (I.E. PDF, RICH TEXT FORMAT (RTF), OR WORD).

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 DATE: 28 MAR 12

DOCUMENT SUMMARY LIST

Item: RACHET HANDBRAKE ASSY  
 NSN: 1015-01-343-1972  
 Control Number/PRON: EH2V1662EH

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

DOCUMENT CATEGORY:

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

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

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

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

Document Number (Contract Reference) Applicable Tailoring	Document Title	Document Date/ Document Category
1a. N/A	Section C titled: Configuration Management Documentation	N/A Cat 2
1b. DI-CMAN-80639C (seq A001)	Engineering Change Proposal (ECP)	30 Sep 00 Cat 1
1c. DI-CMAN-80640C (seq A002)	Request for Deviation (RFD)	30 Sep 00 Cat 1
1d. DI-CMAN-80642C (seq A003)	Notice of Revision (NOR)	30 Sep 00 Cat 1
2. ANSI/ISO/ASQC Q9001-2008	American National Standard Quality Management Systems Requirements	15 Nov 08
3a. MIL-DTL-16232G (TDPL)	Phosphate Coating Heavy Manganese or Zinc Base (For Ferrous Metal)	07 Jan 00 Cat 2
3b. DI-NDTI-80603 (DD Form 1423)	Test Procedure	01 Jun 88 Cat 1