

1. Request No. W56HZV-12-Q-0399	2. Date Issued 2012SEP28	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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5A. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-AHP-C WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WS: Howitzer, 155MM, M777E1	6. Deliver by (Date) See Schedule
5B. For Information Call: (Name and telephone no.) (No collect calls) KEN THOMAS (586) 282-8116 EMAIL: KENNETH.D.THOMAS1@US.ARMY.MIL	7. Delivery <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other
8. To: Name and Address, Including Zip Code	9. Destination (Consignee and address, including Zip Code) See Schedule

10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date) 2012OCT28	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.
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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)				

12. Discount For Prompt Payment	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.

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

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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 (*HYPERLINK "http://contracting.tacom.army.mil/opportunity.htm" <http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

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

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

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the Central Contractor Registry (CCR) and have a CCR Marketing Partner Identification Number (MPIN) and CAGE Code.

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

*HYPERLINK "https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV12Q0399" https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV12Q0399.

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

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

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

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

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

Name of Offeror or Contractor:

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

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

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5 52.217-4911 NOTICE OF URGENT REQUIREMENT NOV/2001

Army Contracting Command - Warren considers this requirement to be urgent. Timely performance and delivery are essential. Deliveries ahead of schedule are encouraged whenever they can be offered without additional cost to the Government. The Contractor is requested to immediately contact the buyer or contracting officer identified on the cover page of this document to notify them of any pending or potential problems and/or suggestions for contract streamlining that would enable faster deliveries.

[End of Provision]

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]

First Article Test is NOT required prior to production (one time waiver.)

Initial Product Inspection is required IAW clause 52.209-4515 & Section E Narrative E0001.

*** END OF NARRATIVE A0001 ***

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
0001	SUPPLIES OR SERVICES AND PRICES/COSTS HANDLE, RAMMER, ARTIL NSN: 1025-01-529-4360 FSCM: 19200 PART NR: 13006408																													
0001AA	<p><u>PRODUCTION QUANTITY (WITH IPI)</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: HANDLE, RAMMER, ARTIL PRON: M12P0257M1 PRON AMD: 01</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 13006408 DATE: 01-FEB-2012</p> <p>Please see narrative E0001 for Initial Product Inspection (IPI) requirement.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u> <u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W56HZV2027J901</td> <td>W25G1U</td> <td>J</td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>45</td> <td>0150</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W25G1U) SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 134 NEW CUMBERLAND PA 17070-5002</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u> <u>TP CD</u>	001	W56HZV2027J901	W25G1U	J	1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>			001	45	0150			45	EA	\$ _____	\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p><u>DATA ITEMS</u></p> <p>NSN: 1025-01-529-4360</p> <p>CDRL Summary: Handle Assembly</p> <p>Instructions: See DD form 1423</p> <p>Sequence: A001 Title: ECP Data Item: DI-CMAN-80639C Tech Office: RDAR-EIS-PDR Contract Ref: Section C Frequency/Date: As Required</p> <p>Sequence: A002 Title: RFD Data Item: DI-CMAN-80640C Tech Office: RDAR-EIS-PDR Contract Ref: Section C Frequency/Date: As Required</p> <p>Sequence: A003 Title: NOR Data Item: DI-CMAN-80642C Tech Office: RDAR-EIS-PDR Contract Ref: Section C Frequency/Date: As Required</p> <p>(End of narrative B001)</p>				

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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 13006408:19200, with revisions in effect as of TDPL DATE: 02/01/2012, are applicable to this procurement with the following exceptions:

Drawing 13006408
Change within Parts List, Item 7
From: P840NAB100050404NNAAL, IAW ASME B18.24.3
To: AEP30X010050SBOA11, IAW ASME B18.24(10mm x 50MM L, 302 SS)

PACKAGING: ADD SPI # AM13006408 TO TDP

(End of Clause)

8 52.211-4072 TECHNICAL DATA PACKAGE INFORMATION JUL/2012

The following Xd item applies to this solicitation:

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

CLIN: 0001AA
TDP Link (URL):

*HYPERLINK
"https://www.pica.army.mil/solicitations_list/scripts/IR.asp?TDP=EGIRMGKEWOJC"https://www.pica.army.mil/solicitations_list/scripts/IR.asp?TDP=EGIRMGKEWOJC

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

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 *HYPERLINK "<http://www.dlis.dla.mil/jcp/>"<http://www.dlis.dla.mil/jcp/> click on documents and follow instructions provided. Processing time is estimated at six (6) to ten (10) weeks after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.
 - (4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.
 - e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the FBO system administrator at Army Contract Command - Warren (DTA) with all the information needed for them to grant you access. FBO will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this FBO-TDP access/approval process through the FBO system.
 - f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access

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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 *HYPERLINK "https://www.fbo.gov/index" ~~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 *HYPERLINK "https://www.fbo.gov" ~~https://www.fbo.gov~~ - on the right is User Guides - click on Vendor.

[End of clause]

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52.248-4500

CONFIGURATION MANAGEMENT DOCUMENTATION

JUL/2001

TACOM (RI)

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

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

If the Government receives the same or substantially the same VECs from two or more contractors, the contracts whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings under the terms of the VE clause in the contract.

Duplicate VECs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(CS7110)

(End of Clause)

ITEM: Handle Assembly. NSN: 1025-01-529-4360 P/N: 13006408.

ISO 9001:2008 (OR ITS EQUIVALENT) IS THE MINIMUM QUALITY SYSTEM REQUIREMENT NEEDED TO RECEIVE THE CONTRACT AWARD FROM THIS PROCUREMENT.

THE FIRST ARTICLE (FAT) OR INITIAL PRODUCT INSPECTION (IPI) SHALL BE EXAMINED IAW CONTRACT REQUIREMENTS, THE ITEM SPECIFICATION AND ALL DRAWING REQUIREMENTS LISTED IN THE TECHNICAL DATA PACKAGE. QAPs APPLY.

*** END OF NARRATIVE C0001 ***

The contractor agrees to send the Original FAT document (or IPI, if no FAT) to the US Army Contracting Command - Warren:

Attn Mark Otto, Procurement Contracting Officer
(mark.e.otto.civ@mail.mil)
US Army Contracting Command - Warren
6501 E. 11 Mile Rd., M/S 509, CCTA-AHRB
Warren, MI 48327-5000

A copy of the original is to be submitted to:
DCMA Administrative Contracting Officer (ACO).
Address listed on the front page of the contract.

A second copy of the original is to be sent to:
Todd Johnson, Ryan Ash, or Ron Banta
ATTN: RDAR-QEP-F
US Army RDECOM-ARDEC
Bldg. 62, 2nd Floor

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Name of Offeror or Contractor:

Rock Island, IL 61299-7300

*** END OF NARRATIVE C0002 ***

PACKAGING AND MARKING

10 52.211-4501 PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS) DEC/2007
TACOM (RI)

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

PRESERVATION: MILITARY
LEVEL OF PACKING: -B-
QUANTITY PER UNIT PACKAGE: -001-
SPI NUMBER - 13006408 Dated 10 FEB 12, REV-

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

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

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

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

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

F. Hazardous Materials (as applicable):

F.1. Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This

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

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

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

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

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

G. SUPPLEMENTAL INSTRUCTIONS: See Section C for Changes/Updates to SPI.

(DS6419) (End of Clause)

INSPECTION AND ACCEPTANCE

11	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
12	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
13	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 requirements		Tailored by excluding paragraph 7.3

(End of Clause)

14	52.209-4512 TACOM (RI)	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2008
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a. The first article shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

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

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

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

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

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

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

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First Article Test Report.

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

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

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be copy furnished to (See FAT or IPI destination address remarks).

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

(ES6026) (End of Clause)

15 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 Contractors 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: DCMA Address on the front page of the contract.
(Plz contact Contract Specialist for contractual data)

QA POC Email Address:
(Plz contact Contract Specialist for contractual data).

QA POC Phone Number:
(Plz contact Contract Specialist for contractual data).

Name of Offeror or Contractor:

requirements.

(ES7012)

(End of Clause)

SECTION E Initial Product Inspection (IPI)

SUBJECT: Handle, Rammer, Artillery, NSN: 1025-01-529-4360

An Initial Production Inspection (IPI) shall be performed by the contractor and witnessed by the Defense Contract Management Agency Quality Assurance Representative (DCMA/QAR) which shall consist of First Piece Inspection of three (3 ea) parts/units selected from the Initial Production Lot by the DCMA QAR. An inspection of all dimensions must be accomplished and documented with actual measurements. If measurements are made in Millimeters (MM) in lieu of inches, the contractor shall document both inches and MM to assure calculations are correct. The DCMA-QAR shall verify this conversion as part of the IPI. All required certifications of materials and processes shall be obtained which will verify compliance to ALL drawing requirements. All required testing MUST be performed and witnessed by the DCMA-QAR. Please notify the Contract Specialist, QAR and QA POC at least fifteen working days prior to commencement of the IPI to permit the 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 US Army Contracting Command - Warren, Contract Specialist in Warren, MI (kenneth.d.thomas1.civ@mail.mil) 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.

DCMA QAR is to witness the IPI, and coordinate the findings with the ARDEC QA POC.

ARDEC QA POC is N. Martinez

ARDEC QA POC Email: Plz contact Contract Specialist on front page of contract.

ARDEC QA POC Phone: Plz contact Contract Specialist on front page of contract.

*** END OF NARRATIVE E0001 ***

DELIVERIES OR PERFORMANCE

19	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
20	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
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:

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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
N/A	N/A	N/A

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED (IPI REQUIRED IN PLACE OF FAT).

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
0001AA	45 EA	150 DARO

(d) Accelerated delivery schedule IS acceptable.

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

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

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
N/A	N/A	N/A

(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
0001AA	45 EA	_____ DARO

[End of Clause]

26 52.247-4009 DELIVERY OF SUPPLIES FROM FOREIGN FIRMS TO U.S. PORT OF ENTRY AUG/2003
(TACOM)

This clause applies only to foreign firms when shipments are required to destinations within the Continental United States (CONUS).

(1) The F.O.B. point for this acquisition is DESTINATION. You must arrange and pay for (i) transportation to the U.S. port of entry, (ii) port handling, (iii) customs clearance, and (iv) all transportation from the port of entry to the consignee(s) listed in this solicitation.

(2) Acceptance will be at destination if the awardee is an OCONUS (Outside Continental United States) foreign firm.

(3) Identification of shipment. The Contractor must insure that all shipments be clearly marked in accordance with MIL-STD-129 and other marking requirements specified in the Schedule. The Duty-Free Entry clauses in this contract contain instructions on the documentation required to accompany the shipment for duty-free entry.

(4) Notification of Shipment. The Contractor shall send electronic notification to the Procuring Contracting Officer (PCO)

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when shipment is made, which includes the following information:

(i) Mode of transportation, carrier, bill of lading number, customs broker (if any), and estimated time of arrival of materiel at OCONUS port authority

(ii) Mode of transportation, carrier, bill of lading number, and estimated dates for pick-up from CONUS port authority and delivery to final destination.

(5) You assume all responsibility for risk of loss or damage to the supplies until received at the destination. See the clause entitled RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16).

[End of Clause]

27	52.247-4017 (TACOM)	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES			NOV/2009
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	
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	
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	
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000	
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003	

***SPLC indicates Standard Point Locator Code.

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

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

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

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

[End of Clause]

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CONTRACT ADMINISTRATION DATA

28 252.204-0005 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]

29 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN) AUG/2012

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.

The document type the contractor shall use is as follows:

- "Combo" is entered if the award is for supplies or supplies and services are being delivered.
- "2in1" is entered if the award is strictly for services being provided/delivered.

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]

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SPECIAL CONTRACT REQUIREMENTS

30 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING AUG/2012

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

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

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

Warren: *HYPERLINK

"http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm"http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
 Rock Island - JMTc: *HYPERLINK "https://acquisition.army.mil/asfi/"https://acquisition.army.mil/asfi/
 Red River Army Depot: *HYPERLINK "https://acquisition.army.mil/asfi/"https://acquisition.army.mil/asfi/
 Anniston Army Depot: *HYPERLINK "https://acquisition.army.mil/asfi/"https://acquisition.army.mil/asfi/

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

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

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

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

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

CONTRACT CLAUSES

31	52.204-7	CENTRAL CONTRACTOR REGISTRATION	FEB/2012
32	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
33	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
34	52.222-3	CONVICT LABOR	JUN/2003
35	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
36	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
37	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
38	52.222-26	EQUAL OPPORTUNITY	MAR/2007
39	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
40	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
41	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
42	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
43	52.232-1	PAYMENTS	APR/1984

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44	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
45	52.232-11	EXTRAS	APR/1984
46	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
47	52.232-25	PROMPT PAYMENT	OCT/2008
48	52.233-1	DISPUTES	JUL/2002
49	52.233-3	PROTEST AFTER AWARD	AUG/1996
50	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
51	52.243-1	CHANGES--FIXED PRICE	AUG/1987
52	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
53	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
54	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
55	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
56	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
57	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
58	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
59	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
60	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	JUN/2012
61	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2012
62	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2012
63	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
64	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
65	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
66	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
67	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
68	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
69	252.246-7001	WARRANTY OF DATA	DEC/1991
70	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) -- ALTERNATE III (MAY 2002)	MAY/2002
71	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989

(a) The Contractor shall test THREE (3EA) HANDLE ASSEMBLIES, PN: 13006408 / SEE REMARKS unit(s) of Lot/Item 0001AAA as specified in this contract. At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

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

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

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

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

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

Name of Offeror or Contractor:

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

(1) progress payments, or

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

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

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

(End of Clause)

72 52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (DEVIATION 2012-00015) AUG/2012
 (DEV 2012-
 00015)

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

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code means--

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the SAM database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;

(2) The Contractor's CAGE code is in the SAM database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes--

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)(1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

Name of Offeror or Contractor:

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number--

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to--

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

Name of Offeror or Contractor:

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866 -606-8220, or 334-206-7828 for international calls.

(End of Clause)

73 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL AUG/2012
ITEMS)

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

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

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

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

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

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

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

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

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

(2) Listed below are additional clauses that apply:

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

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

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

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

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

(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).

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Name of Offeror or Contractor:

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

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

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

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

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

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

(A) Delivered;

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

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

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

(x) 52.225-1, Buy American ActSupplies (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 TransferCentral 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 TransferOther 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).

Name of Offeror or Contractor:

(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 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)

(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:

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

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

(3) For long-term contracts

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

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

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

*HYPERLINK "http://www.sba.gov/content/table-small-business-size-standards" http://www.sba.gov/content/table-small-business-size-standards

(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.

(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)

75 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)

76 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

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Name of Offeror or Contractor:

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)

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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)

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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]

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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>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	22-FEB-2012	003	
Exhibit B	DOCUMENT SUMMARY LIST	22-FEB-2012	001	
79	52.204-4500 ADDITIONAL ATTACHMENTS TACOM (RI)			FEB/2012

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

Title / Number of Pages

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

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

1 Pg

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

1 Pg

Data Delivery Description Engineering Change Proposal

9 Pgs

Data Delivery Description Notice of Revision

2 Pgs

Data Delivery Description Request for Deviation

4 Pgs

Guidance on Documentation of Contract Data Requirements List (CDRL)

2 Pgs

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Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

80	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
81	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
82	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	MAY/2012

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 332993.

(2) The small business size standard is 1,500.

(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)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

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(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of

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(2) The following representations or certifications in ORCA are applicable to this solicitation as indicated by the Contracting Officer:

- ___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- ___ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.
- ___ (iii) 252.225-7020, Trade Agreements Certificate.
- ___ Use with Alternate I.
- ___ (iv) 252.225-7022, Trade Agreements Certificate--Inclusion of Iraqi End Products.
- ___ (v) 252.225-7031, Secondary Arab Boycott of Israel.
- ___ (vi) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.
- ___ Use with Alternate I.
- ___ Use with Alternate II.
- ___ Use with Alternate III.
- ___ Use with Alternate IV.
- ___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

84	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

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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)

85 52.213-4007 QUOTER REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA FEB/1998
 (TACOM)

(a) As part of this quotation, we represent as the quoter that we--

- Do
- Do Not

anticipate that any supplies will be transported by sea in the performance of any purchase order resulting from this quotation.

(b) The term supplies is defined in the Transportation of Supplies by Sea clause, in DFARS 252.247-7023 to include all materials and components that, when purchased and transported by sea, are intended for use in items to be sold to the Government under this purchase order.

[End of Provision]

86 52.215-4005 MINIMUM ACCEPTANCE PERIOD OCT/1985
 (TACOM)

(a) ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of sixty (60) calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: _____ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

[End of Provision]

87 52.215-4010 AUTHORIZED NEGOTIATORS JUN/2008
 (TACOM)

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

PERSONS AUTHORIZED TO NEGOTIATE

NAME

TITLE

TELEPHONE NUMBER

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(b) Computation of the evaluation factor is explained in the provision in Section M entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.

(c) An evaluation factor entry is to be made only if:

- (1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and
- (2) The offer is predicated on authorized rent-free use of Government-owned property.

(d) An offeror's insertion or non-insertion of an evaluation factor constitutes, respectively, the offeror's certification that his offer is or is not so predicated. The evaluation factor will be added to the offered price for evaluation purposes. See additional provisions concerning Government-owned property in Sections L and M herein.

(e) **CAUTION:** Rental charges for the use of Government-owned property may accrue, if timely and appropriate approval of rent-free use is not obtained.

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

90	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
91	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
92	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
93	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
94	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [] DX rated order; [XX] 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)

95	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29	AUG/1998
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(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)

96	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006
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(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

Name of Offeror or Contractor:

(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)

97 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

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

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

98 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)

99 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,

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other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

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

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

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

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

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

[End of Provision]

100 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES MAY/2011
(TACOM) (NON-US POSTAL SERVICE MAIL)

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

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

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

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

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

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

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

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

[End of Provision]

101 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>

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(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]

102 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES OCT/2006

(a) Policy:

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

(b) Agency Protest:

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

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

(c) Election of Forum:

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

(d) Protest Decision Authority:

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

(e) Time for Filing a Protest:

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

(f) Form of Protest:

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

(g) Processing of HQAMC-Level Protests

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

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

Packages sent by FedEx or UPS should be addressed to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001

Name of Offeror or Contractor:

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:

-- 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]

103	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

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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]

104	52.246-4001 (TACOM)	OFFEROR'S QUALITY ASSURANCE SYSTEM	MAY/2005
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(a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.

(b) To allow TACOM to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. If you do not intend to use ISO 9001:2008 as required elsewhere in this contract, Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement) of this solicitation asks you to identify what quality assurance system you will use if awarded a contract.

(1) If the Government is requiring ISO 9001:2008 (tailored: delete paragraph 7.3) where you will be required to supply conforming product to an established design, and your quality system conforms to ISO 9002, MIL-I-45208 or another comparable specification or standard, this is sufficient description: you need not further describe your quality system in response to this solicitation. Identify in Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement) of your offer, which standard you intend to use.

(2) If the Government is requiring ISO 9001:2008 (untailored) where your capability to design and supply conforming product needs to be demonstrated, and your quality system conforms to ISO 9001, MIL-Q-9858, or another comparable specification or standard, this is sufficient description: you do not need to further describe your quality system in your response to this solicitation.

Note: If the Government is requiring ISO 9001:2008(untailored), quality systems conforming to ISO 9002 or MIL-I-45208 or comparable quality systems are not acceptable for this contract.

(3) If your quality system does not conform to any of the standards listed immediately above, then in addition to identifying in Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement), the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house.

(4) If you provide a description of your quality system, make sure that your description covers how your system:

- (i) Achieves defect prevention, and
- (ii) Provides process control, and
- (iii) Ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

(c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

[End of Provision]

Name of Offeror or Contractor:

EVALUATION FACTORS FOR AWARD

105 52.209-4011 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD JAN/2001
(TACOM)

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

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

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

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

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

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

[End of Provision]

CONTRACT DATA REQUIREMENTS LIST
DD FORM 1423 (MECHANIZED)

CATEGORY: MISC
SYSTEM/ITEM: HANDLE ASSY
CONTRACT (TBD) /PR: M12P0257M1
NSN: 1025-01-529-4360

1. SEQUENCE NUMBER A001
2. TITLE OF DATA ITEM ENGINEERING CHANGE PROPOSAL (ECP)
3. SUBTITLE
4. DATA ITEM NUMBER DI-CMAN-80639C*
5. CONTRACT REFERENCE SECTION C.
6. TECHNICAL OFFICE RDAR-EIS-PDR
7. DD 250 LT
8. APP CODE -
9. DIST STATEMENT REQUIRED **
10. FREQUENCY AS REQ
11. AS OF DATE ---
12. DATE OF 1ST SUBMISSION AS REQ
13. DATE OF SUBSEQUENT SUBMISSION AS REQ
14. SEE ADDRESS CODE DISTRIB(**) DRFT / REG / REPRO
15. TOTAL 0 / 0 / 0
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 [*HYPERLINK "mailto:Usarmy.RIA.ardec.mbx.ardec-ecp-input@mail.mil"](mailto:Usarmy.RIA.ardec.mbx.ardec-ecp-input@mail.mil) w/cc to kenneth.d.thomas1.civ@mail.mil. ELECTRONIC FILES MUST BE LESS THAN 7MB. THE FORMS LOCATED AT [*HYPERLINK "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).

1. SEQUENCE NUMBER A002
2. TITLE OF DATA ITEM REQUEST FOR DEVIATION (RFD)****
3. SUBTITLE
4. DATA ITEM NUMBER DI-CMAN-80640C*
5. CONTRACT REFERENCE SECTION C
6. TECHNICAL OFFICE RDAR-EIS-PDR
7. DD 250 LT
8. APP CODE -
9. DIST STATEMENT REQUIRED **
10. FREQUENCY AS REQ
11. AS OF DATE ---
12. DATE OF 1ST SUBMISSION AS REQ
13. DATE OF SUBSEQUENT SUBMISSION AS REQ
14. SEE ADDRESS CODE DISTRIB(**) DRFT / REG / REPRO
15. TOTAL 0 / 0 / 0
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 [*HYPERLINK "mailto:Usarmy.RIA.ardec.mbx.ardec-ecp-input@mail.mil"](mailto:Usarmy.RIA.ardec.mbx.ardec-ecp-input@mail.mil) w/cc to kenneth.d.thomas1.civ@mail.mil. ELECTRONIC FILES MUST BE LESS THAN 7MB. THE FORMS LOCATED AT [*HYPERLINK "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).

****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.

1. SEQUENCE NUMBER	A003
2. TITLE OF DATA ITEM	NOTICE OF REVISION (NOR)
3. SUBTITLE	
4. DATA ITEM NUMBER	DI-CMAN-80642C*
5. CONTRACT REFERENCE	SECTION C
6. TECHNICAL OFFICE	RDAR-EIS-PDR
7. DD 250	LT
8. APP CODE	-
9. DIST STATEMENT REQUIRED	**
10. FREQUENCY	AS REQ
11. AS OF DATE	---
12. DATE OF 1ST SUBMISSION	AS REQ
13. DATE OF SUBSEQUENT SUBMISSION	AS REQ
14. SEE ADDRESS CODE DISTRIB (**)	DRFT / REG / REPRO
15. TOTAL	0 / 0 / 0
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 *HYPERLINK "<mailto:Usarmy.RIA.ardec.mbx.ardec-ecp-input@mail.mil>"usarmy.RIA.ardec.mbx.ardec-ecp-input@mail.mil w/cc to kenneth.d.thomas1.civ@mail.mil. ELECTRONIC FILES MUST BE LESS THAN 7MB. THE FORMS LOCATED AT *HYPERLINK "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).
***THE DIST STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER.

DATE: 13 MAR 12

DOCUMENT SUMMARY LIST

Item: HANDLE ASSY
 NSN: 1025-01-529-4360

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 Quality Management Systems Requirements	15 Nov 08