

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA9	<b>Page</b> 1	<b>of</b> 75	<b>Pages</b>
<b>2. Contract Number</b>		<b>3. Solicitation Number</b> W56HZV-13-R-0008		<b>4. Type of Solicitation</b> <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		<b>5. Date Issued</b> 2012NOV13	
<b>7. Issued By</b> U.S. ARMY CONTRACTING COMMAND CCTA-ASM-C WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV		<b>8. Address Offer To (If Other Than Item 7)</b>			
<b>6. Requisition/Purchase Number</b> SEE SCHEDULE							

**NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.**

**SOLICITATION**

**9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (hour) local time 2012DEC13 (Date).**

**Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.**

<b>10. For Information Call:</b>	<b>A. Name</b> DAVID E. MCCRIGHT	<b>B. Telephone (No Collect Calls)</b>			<b>C. E-mail Address</b> DAVID.MCCRIGHT@US.ARMY.MIL
		<b>Area Code</b> (586)	<b>Number</b> 282-8121	<b>Ext.</b>	

**11. Table Of Contents**

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**OFFER (Must be fully completed by offeror)**

**NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.**

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

<b>13. Discount For Prompt Payment</b> (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
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<b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</b>	<b>Amendment No.</b>	<b>Date</b>	<b>Amendment No.</b>	<b>Date</b>

<b>15A. Name and Address of Offeror</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>

<b>15B. Telephone Number</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Above - Enter such Address In Schedule	<b>17. Signature</b>	<b>18. Offer Date</b>
<b>Area Code</b>	<b>Number</b>			

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>

<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )	<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b> 25
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<b>24. Administered By (If other than Item 7)</b>	<b>Code</b>	<b>25. Payment Will Be Made By</b>	<b>Code</b>
SCD      PAS      NONE      ADP PT			

<b>26. Name of Contracting Officer (Type or Print)</b>	<b>27. United States Of America</b>  (Signature of Contracting Officer)	<b>28. Award Date</b>

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

## ADMINISTRATIVE SUMMARY FOR REQUEST FOR PROPOSAL (RFP)

PLEASE READ THIS SUMMARY AND CITED CLAUSES CAREFULLY SO YOU UNDERSTAND WHAT IS TO BE SUBMITTED AND WHEN AND HOW IT WILL BE EVALUATED.

This Summary is provided as a synopsis of important and relevant features of this solicitation. If conflict exists between this summary and the provisions of the solicitation, the provisions of the solicitation govern. Please retrieve all documents from the Army Contracting Command-Warren (DTA) website.

1. Introduction: This acquisition is being issued under the authority of the Federal Acquisition Regulations FAR 16.202 and 16.503, for a Firm Fixed Price Requirements Contract with a five year Period of Performance.

2. Background: This solicitation is issued as Full and Open Competition after exclusion of sources (Small Business Set-aside), and will result in a single Firm-Fixed Price Requirements Contract.

Per FAR 15.203 this Request For Proposal (RFP) is issued to communicate Government requirements to prospective contractors and to solicit proposals.

3. Requirements: The U.S. Army Contracting Command-Warren (DTA) is soliciting offers to supply the following items:

NSN: 4240-01-460-9056  
PART NUMBER: 5-19-13789  
ITEM NAME: Liner, ISO Adptr, Type II

NSN: 4240-01-460-9058  
PART NUMBER: 5-19-13774  
ITEM NAME: Liner, Center Sect, Type II

NSN: 4240-01-537-8114  
PART NUMBER: 5-4-9791  
ITEM NAME: Liner, 19.5 ft, A2S, Type III

4. The quantities for Ordering:

This Request For Proposal (RFP) will be awarded as Requirements contract with a five year term. The Minimum and Maximum quantities are:

	Estimated Min/Max
ITEM NAME: Liner, ISO Adptr, Type II	85/219
ITEM NAME: Liner, Center Sect, Type II	299/1009
ITEM NAME: Liner, 19.5 ft, A2S, Type III	48/135

5. Proposal Content and Submission Requirements: The Government will evaluate the proposals submitted by the solicitation closing date.

6. No Discussions Anticipated: The Government intends to evaluate proposals and award a Contract without holding discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offerors initial quote shall contain the offerors best terms from a price and technical standpoint. The Government reserves the right to hold discussions if the Contracting Officer later determines them to be necessary.

7. TDP and SPI Link: The link for the Technical Data Package (TDP) and the Special Packaging Instructions (SPI) can be found at (URL): <https://www.fbo.gov/notices/c7e5bcad957227d7b3ea01103650a5d4>

8. Award: The award will be made to the responsible offeror whose proposal offers the lowest evaluated price.

9. UNIQUE ASPECTS OF THIS SOLICITATION:

We are buying to the following TDPs & Special Packaging Instructions SPIs:

ITEM	TDP	DATED	SPI	DATED
Liner, ISO Adptr Type II	20120665	30 Jul 2012	P5-19-13789, Rev B	17 Mar 2011

Liner, Center Sect Type II	20120717	8 Aug 2012	P5-19-13774, Rev B	17 Mar 2011
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Liner, 19.5 ft, A2S	20120666	30 Jul 2012	P5-4-9791, Rev A	24 Mar 2011
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**Name of Offeror or Contractor:**

Type III

Contractor First Article Test (FAT) is required. First Article Test must be Separately Priced.

Production Lot Testing of SARANAX material is required.

Range Pricing will be used for all CLINs except First Article Tests.

10. OFFERORS PLEASE NOTE:

10.1 NOTICE REGARDING FILL-INS:

Please note that this solicitation contains several clauses and provisions which require you to complete a fill-in or representation. If you don't complete these fill-ins, your offer may be determined ineligible for award. So, please be careful to read and complete each such clause and provision, especially Section K of the solicitation. The completed Section K should be returned with your proposal.

10.2 NOTICE REGARDING CAGE CODES:

DFARS provision 252.204-7001 requires you to include your Commercial and Government Entity (CAGE) code in block 15A on page one (1) of this solicitation, along with your name and address. If it will not fit in the space provided in block 15A please insert it here: \_\_\_\_\_.

10.3 REQUIRED NOTIFICATION TO SUBCONTRACTORS:

If awarded the contract, you should advise all potential suppliers and subcontractors of the DO/DX Rating assigned to orders resulting from your subcontractors. The Rating can be found net to Block 1 on the first line of the Standard Form 33 (SF33).

10.4 SET ASIDE INFORMATION: This contract is a 100% Small Business Set Aside

10.5 ACKNOWLEDGEMENT OF AMENDMENTS:

Please acknowledge any amendments to this solicitation in the space provided in Block in the space provided in Block 14 of the SF33. Include the number and date of each amendment. Acknowledgment of all amendments received is important because failure to do so may make your offer ineligible for award.

10.6 REQUIRED COPIES IN RESPONSE TO THIS SOLICITATION:

To be considered for award, you must return one signed original of your offer, completed and properly executed, by the time and date shown in block 9 of the SF33.

10.7 QUESTION/PROBLEM RESOLUTION:

Routine questions regarding this solicitation should be directed to the buyer identified in Block 10 of the SF33. If you have more serious concerns, please seek resolution with the contracting officer. Additional sources of information can be found in the following provisions in Section L: NOTICE OF TACOM OMBUDSPERSON, and HQ AMC-LEVEL PROTEST PROGRAM.

10.8 INCONSISTENCIES BETWEEN THE ADMINISTRATIVE SUMMARY AND THE SOLICITATION:

This administrative summary has been prepared as an aid to you the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. However, if you find any inconsistency between this administrative summary and the solicitation, please contact the buyer identified in Block 10 of the SF33.

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

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1      52.204-4016	WARREN ELECTRONIC CONTRACTING	DEC/2011

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

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 4 of 75**

PIIN/SIIN W56HZV-13-R-0008

MOD/AMD

**Name of Offeror or Contractor:**

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

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

(d) Requirements for the online ASFI bid submission:

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

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

[https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr=W56HZV13R0008](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV13R0008)

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

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

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

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

(e) Note to offerors:

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

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

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

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

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards 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](mailto:usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil). If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx> to find a location near you.

End of Provision

**Name of Offeror or Contractor:** \_\_\_\_\_

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

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

[End of Clause]

A-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)

A-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]

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

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

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

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**Name of Offeror or Contractor:**

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

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

[End of clause]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE CONTRACT YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC.</p> <p>THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT) OR 0014 (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p>FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p>SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>FOURTH ORDERING YEAR OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.</p> <p>FIFTH ORDERING YEAR OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>The information presented below applies to Item No. 0011 Through 0015:</p> <p>Minimum 5-Year Quantity: 85 EACH                      (This will be ordered at the time of the basic contract award).</p> <p>Maximum 5 Year Quantity: 219 EACH                      (Inclusive of Option Years, if applicable)</p> <p>ONLY THE MINIMUM 5 YEAR QUANTITY IS</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0011	<p>GUARANTEED.</p> <p>NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH CONTRACT FACTORS BUILT IN AND A 25% INCREASE PER YEAR.</p> <p>*****</p> <p>CAUTION: OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH DIRECTIONS IN THE TACOM-WARREN PROCUREMENT NETWORK WEBPAGE AT:</p> <p><a href="http://contracting.tacom.army.mil/ebidnotice.htm">HTTP://CONTRACTING.TACOM.ARMY.MIL/EBIDNOTICE.HTM</a></p> <p>ALL OFFERS MUST INCLUDE A SIGNED SF33/SF 1449 COVER SHEET.</p> <p>SEE PARAGRAPH (D) OF CLAUSE 52.204-4016, TACOM-WARREN ELECTRONIC CONTRACTING, OF THIS SOLICITATION FOR INSTRUCTION ON HOW TO SUBMIT YOUR OFFER.</p> <p>*****</p> <p>(End of narrative A001)</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 4240-01-460-9056                      GENERIC NAME DESCRIPTION: LINER, ISO ADPTR PKG, TYPE II                      FSCM: 81361                      PART NR: 5-19-13789</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>25</td> <td>\$</td> </tr> <tr> <td>26</td> <td>50</td> <td>\$</td> </tr> <tr> <td>51</td> <td>75</td> <td>\$</td> </tr> <tr> <td>76</td> <td>100</td> <td>\$</td> </tr> </tbody> </table> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 5-19-13789                      DATE: 31-JUL-2000</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u></p>	FROM	TO	UNIT PRICE	1	25	\$	26	50	\$	51	75	\$	76	100	\$	85 (E)		See Range Pricing	\$ _____
FROM	TO	UNIT PRICE																		
1	25	\$																		
26	50	\$																		
51	75	\$																		
76	100	\$																		

CONTINUATION SHEET

Reference No. of Document Being Continued  
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination  SHIP TO: (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT XU GEN SUP STORAGE PT CRP WHSE 211 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND, KY, 40475-5070  <u>SECOND ORDERING YEAR</u>  NSN: 4240-01-460-9056 GENERIC NAME DESCRIPTION: LINER, ISO ADPTR PKG, TYPE II FSCM: 81361 PART NR: 5-19-13789  <u>Range Quantities</u> <table border="1" data-bbox="272 972 657 1098"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>25</td> <td>\$</td> </tr> <tr> <td>26</td> <td>50</td> <td>\$</td> </tr> <tr> <td>51</td> <td>75</td> <td>\$</td> </tr> <tr> <td>76</td> <td>100</td> <td>\$</td> </tr> </tbody> </table> <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 5-19-13789 DATE: 31-JUL-2000  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination  SHIP TO: (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT XU GEN SUP STORAGE PT CRP WHSE 211 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND, KY, 40475-5070	FROM	TO	UNIT PRICE	1	25	\$	26	50	\$	51	75	\$	76	100	\$	34 (E)		See Range Pricing	\$ _____
FROM	TO	UNIT PRICE																		
1	25	\$																		
26	50	\$																		
51	75	\$																		
76	100	\$																		
0013	<u>THIRD ORDERING YEAR</u>	34 (E)		See Range Pricing	\$ _____															

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p>NSN: 4240-01-460-9056                      GENERIC NAME DESCRIPTION: LINER, ISO ADPTR PKG, TYPE II                      FSCM: 81361                      PART NR: 5-19-13789</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>25</td> <td>\$</td> </tr> <tr> <td>26</td> <td>50</td> <td>\$</td> </tr> <tr> <td>51</td> <td>75</td> <td>\$</td> </tr> <tr> <td>76</td> <td>100</td> <td>\$</td> </tr> </tbody> </table> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 5-19-13789                      DATE: 31-JUL-2000</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT                      XU GEN SUP STORAGE PT CRP WHSE 211                      431 BATTLEFIELD MEMORIAL HIGHWAY                      RICHMOND, KY, 40475-5070</p>	FROM	TO	UNIT PRICE	1	25	\$	26	50	\$	51	75	\$	76	100	\$				
FROM	TO	UNIT PRICE																		
1	25	\$																		
26	50	\$																		
51	75	\$																		
76	100	\$																		
0014	<p><u>FOURTH ORDERING YEAR</u></p>	33 (E)		See Range Pricing	\$ _____															
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0015	<p>TOP DRAWING NR: 5-19-13789                      DATE: 31-JUL-2000</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT                      XU GEN SUP STORAGE PT CRP WHSE 211                      431 BATTLEFIELD MEMORIAL HIGHWAY                      RICHMOND, KY, 40475-5070</p> <p><u>FIFTH ORDERING YEAR</u></p>	33	(E)	See Range Pricing	\$ _____															
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FROM	TO	UNIT PRICE																		
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	<p>(W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT                      XU GEN SUP STORAGE PT CRP WHSE 211                      431 BATTLEFIELD MEMORIAL HIGHWAY                      RICHMOND, KY, 40475-5070</p> <p><u>FIRST ARTICLE TEST - SEPARATELY PRICED</u></p> <p>NSN: 4240-01-460-9056                      GENERIC NAME DESCRIPTION: FIRST ARTICLE TEST REPORT</p> <p>FIRST ARTICLE TEST AND REPORT PURSUANT TO THE                      REQUIREMENTS OF THE CLAUSE ENTITLED "FIRST                      ARTICLE APPROVAL - CONTRACTOR TESTING".</p> <p>NOTE: PLEASE SEE PROVISIONS CONCERNING                      POSSIBLE WAIVER OF FIRST ARTICLE                      APPROVAL AND RELATED EVALUATION FACTORS                      CONTAINED WITHIN THIS SOLICITATION.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00003) SEE NARRATIVE ON DD 1423</p> <p>The information presented below applies to                      Item No. 0021 Through 0025:</p> <p>Minimum 5 Year Quantity: 299 EACH                      (This will be ordered at the time of the basic                      contract award).</p> <p>Maximum 5 Year Quantity: 1009 EACH                      (Inclusive of Option Years, if applicable)</p> <p>ONLY THE MINIMUM 5 YEAR QUANTITY IS                      GUARANTEED.</p> <p>(End of narrative A002)</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0021	<p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 4240-01-460-9058                      GENERIC NAME DESCRIPTION: LINER, CNTR SECT PKG, TYPE II                      FSCM: 81361                      PART NR: 5-19-13774</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">FROM</th> <th style="text-align: left;">TO</th> <th style="text-align: left;">UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>40</td> <td>\$</td> </tr> <tr> <td>41</td> <td>70</td> <td>\$</td> </tr> <tr> <td>71</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>300</td> <td>\$</td> </tr> </tbody> </table> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 5-19-13774                      DATE: 03-NOV-2000</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT                      XU GEN SUP STORAGE PT CRP WHSE 211                      431 BATTLEFIELD MEMORIAL HIGHWAY                      RICHMOND, KY, 40475-5070</p>	FROM	TO	UNIT PRICE	1	40	\$	41	70	\$	71	100	\$	101	300	\$	299 (E)		See Range Pricing	\$ _____
FROM	TO	UNIT PRICE																		
1	40	\$																		
41	70	\$																		
71	100	\$																		
101	300	\$																		
0022	<p><u>SECOND ORDERING YEAR</u></p> <p>NSN: 4240-01-460-9058                      GENERIC NAME DESCRIPTION: LINER, CNTR SECT PKG, TYPE II                      FSCM: 81361                      PART NR: 5-19-13774</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">FROM</th> <th style="text-align: left;">TO</th> <th style="text-align: left;">UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>40</td> <td>\$</td> </tr> <tr> <td>41</td> <td>70</td> <td>\$</td> </tr> <tr> <td>71</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>300</td> <td>\$</td> </tr> </tbody> </table>	FROM	TO	UNIT PRICE	1	40	\$	41	70	\$	71	100	\$	101	300	\$	200 (E)		See Range Pricing	\$ _____
FROM	TO	UNIT PRICE																		
1	40	\$																		
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0023	<p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 5-19-13774                      DATE: 03-NOV-2000</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT                      XU GEN SUP STORAGE PT CRP WHSE 211                      431 BATTLEFIELD MEMORIAL HIGHWAY                      RICHMOND, KY, 40475-5070</p> <p><u>THIRD ORDERING YEAR</u></p> <p>NSN: 4240-01-460-9058                      GENERIC NAME DESCRIPTION: LINER, CNTR SECT PKG, TYPE II                      FSCM: 81361                      PART NR: 5-19-13774</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>40</td> <td>\$</td> </tr> <tr> <td>41</td> <td>70</td> <td>\$</td> </tr> <tr> <td>71</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>300</td> <td>\$</td> </tr> </tbody> </table> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 5-19-13774                      DATE: 03-NOV-2000</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>	FROM	TO	UNIT PRICE	1	40	\$	41	70	\$	71	100	\$	101	300	\$	200 (E)		See Range Pricing	\$ _____
FROM	TO	UNIT PRICE																		
1	40	\$																		
41	70	\$																		
71	100	\$																		
101	300	\$																		

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0008 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0024	<p>SHIP TO:                      (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT                      XU GEN SUP STORAGE PT CRP WHSE 211                      431 BATTLEFIELD MEMORIAL HIGHWAY                      RICHMOND, KY, 40475-5070</p> <p><u>FOURTH ORDERING YEAR</u></p> <p>NSN: 4240-01-460-9058                      GENERIC NAME DESCRIPTION: LINER, CNTR SECT PKG, TYPE II                      FSCM: 81361                      PART NR: 5-19-13774</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>40</td> <td>\$</td> </tr> <tr> <td>41</td> <td>70</td> <td>\$</td> </tr> <tr> <td>71</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>300</td> <td>\$</td> </tr> </tbody> </table> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 5-19-13774                      DATE: 03-NOV-2000</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT                      XU GEN SUP STORAGE PT CRP WHSE 211                      431 BATTLEFIELD MEMORIAL HIGHWAY                      RICHMOND, KY, 40475-5070</p>	FROM	TO	UNIT PRICE	1	40	\$	41	70	\$	71	100	\$	101	300	\$	200 (E)		See Range Pricing	\$ _____
FROM	TO	UNIT PRICE																		
1	40	\$																		
41	70	\$																		
71	100	\$																		
101	300	\$																		
0025	<p><u>FIFTH ORDERING YEAR</u></p> <p>NSN: 4240-01-460-9058</p>	200 (E)		See Range Pricing	\$ _____															

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
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0026	<p><u>FIRST ARTICLE TEST - SEPARATELY PRICED</u></p> <p>NSN: 4240-01-460-9056                      GENERIC NAME DESCRIPTION: FIRST ARTICLE TEST REPORT</p> <p>FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF THE CLAUSE ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING".</p> <p>NOTE: PLEASE SEE PROVISIONS CONCERNING POSSIBLE WAIVER OF FIRST ARTICLE APPROVAL AND RELATED EVALUATION FACTORS CONTAINED WITHIN THIS SOLICITATION.</p> <p style="text-align: center;">(End of narrative C001)</p>			\$ _____	\$ _____															

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0031	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00006)    SEE FIRST ARTICLE TEST CLAUSE                                        FOR DISTRIBUTION</p> <p>The information presented below applies to                      Item No. 0051 Through 0055:</p> <p>Minimum 5 Year Quantity:    49    EACH                      (This will be ordered at the time of the basic                      contract award).</p> <p>Maximum 5 Year Quantity:    97    EACH                      (Inclusive of Option Years, if applicable)</p> <p>ONLY THE MINIMUM 5 YEAR QUANTITY IS                      GUARANTEED.</p> <p style="text-align: center;">(End of narrative A001)</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 4240-01-537-8114                      GENERIC NAME DESCRIPTION: LINER, 19.5 FT, PKG, TYPE III                      FSCM: 81337                      PART NR: 5-4-9791</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">FROM</th> <th style="text-align: left;">TO</th> <th style="text-align: left;">UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>15</td> <td>\$</td> </tr> <tr> <td>16</td> <td>30</td> <td>\$</td> </tr> <tr> <td>31</td> <td>45</td> <td>\$</td> </tr> <tr> <td>46</td> <td>60</td> <td>\$</td> </tr> </tbody> </table> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 5-4-9791                      REVISION: B                      DATE: 22-JUL-2011</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                                        SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p>	FROM	TO	UNIT PRICE	1	15	\$	16	30	\$	31	45	\$	46	60	\$	48 (E)		See Range Pricing	\$ _____
FROM	TO	UNIT PRICE																		
1	15	\$																		
16	30	\$																		
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0032	<p><u>SECOND ORDERING YEAR</u></p> <p>NSN: 4240-01-537-8114                      GENERIC NAME DESCRIPTION: LINER, 19.5 FT, PKG, TYPE III                      FSCM: 81337                      PART NR: 5-4-9791</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 5-4-9791                      REVISION: B                      DATE: 22-JUL-2011</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT                      XU GEN SUP STORAGE PT CRP WHSE 211                      431 BATTLEFIELD MEMORIAL HIGHWAY                      RICHMOND,KY,40475-5070</p>	22 (E)		\$ _____	\$ _____
0033	<p><u>THIRD ORDERING YEAR</u></p> <p>NSN: 4240-01-537-8114                      GENERIC NAME DESCRIPTION: LINER, 19.5 FT, PKG, TYPE III                      FSCM: 81337</p>	22 (E)		See Range Pricing	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0035	<p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT                      XU GEN SUP STORAGE PT CRP WHSE 211                      431 BATTLEFIELD MEMORIAL HIGHWAY                      RICHMOND, KY, 40475-5070</p> <p><u>FIFTH ORDERING YEAR</u></p> <p>NSN: 4240-01-537-8114                      GENERIC NAME DESCRIPTION: LINER, 19.5 FT, PKG, TYPE III                      FSCM: 81337                      PART NR: 5-4-9791</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>15</td> <td>\$</td> </tr> <tr> <td>16</td> <td>30</td> <td>\$</td> </tr> <tr> <td>31</td> <td>45</td> <td>\$</td> </tr> <tr> <td>46</td> <td>60</td> <td>\$</td> </tr> </tbody> </table> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 5-4-9791                      REVISION: B                      DATE: 22-JUL-2011</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT                      XU GEN SUP STORAGE PT CRP WHSE 211</p>	FROM	TO	UNIT PRICE	1	15	\$	16	30	\$	31	45	\$	46	60	\$	21 (E)		See Range Pricing	\$ _____
FROM	TO	UNIT PRICE																		
1	15	\$																		
16	30	\$																		
31	45	\$																		
46	60	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036	<p>431 BATTLEFIELD MEMORIAL HIGHWAY                      RICHMOND, KY, 40475-5070</p> <p><u>FIRST ARTICLE TEST - SEPARATELY PRICED</u></p> <p>NSN: 4240-01-537-8114                      GENERIC NAME DESCRIPTION: FIRST ARTICLE TEST REPORT</p> <p>FIRST ARTICLE TEST AND REPORT PURSUANT TO THE                      REQUIREMENTS OF THE CLAUSE ENTITLED "FIRST                      ARTICLE APPROVAL - CONTRACTOR TESTING".</p> <p>NOTE: PLEASE SEE PROVISIONS CONCERNING                      POSSIBLE WAIVER OF FIRST ARTICLE                      APPROVAL AND RELATED EVALUATION FACTORS                      CONTAINED WITHIN THIS SOLICITATION.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00006) SEE FIRST ARTICLE TEST CLAUSE                      FOR DISTRIBUTION</p>			\$ _____	\$ _____
0040	<p><u>DATA ITEMS</u></p>				
A001	<p><u>ENGINEERING CHANGE PROPOSAL</u></p> <p>Engineering Change Proposal in accordance with CDRL                      A001 and Attachment 0001.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>			\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A002	<p>FOB POINT:</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p> <p><u>REQUEST FOR DEVIATION</u></p> <p>Request for Deviation in accordance with CDRL A002 and Attachment 0002.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>			\$ ** NSP **	\$ ** NSP **
A003	<p><u>NOTICE OF REVISION</u></p> <p>Notice of Revision in accordance with CDRL A003 and Attachment 0003.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>			\$ ** NSP **	\$ ** NSP **
A004	<p><u>FIRST ARTICLE TEST REPORT</u></p> <p>Test/Inspection Reports in accordance with CDRL A004 and Attachment 0004.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>			\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued  
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A005	<p>FOB POINT:</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p> <p><u>MEETING MINUTES</u></p> <p>Record of Meeting Minutes in accordance with CDRL A005 and Attachment 0005.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>			<p>\$ ** NSP **</p>	<p>\$ ** NSP **</p>
A006	<p><u>PRODUCTION LOT TEST REPORT</u></p> <p>Test/Inspection Reports in accordance with CDRL A006 and Attachment 0004.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>			<p>\$ ** NSP **</p>	<p>\$ ** NSP **</p>

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**Name of Offeror or Contractor:**

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

Drawings and Specifications in accordance with Technical Data Package/Technical Data Package Listing -

ITEM	NSN	TDP	with revisions in effect as of
Liner, ISO Adptr Type II	4240-01-460-9056	20120665	30 July 2012
Liner, Center Sect Type II	4240-01-460-9058	20120717	6 August 2012
Liner, 19.5 ft, A2S Type III	4240-01-537-8114	20120666	30 July 2012

are applicable to this procurement with the following exceptions:

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

(CS6100)

(End of Clause)

C-2	52.211-4072	TECHNICAL DATA PACKAGE INFORMATION	JUL/2012
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The following Xd item applies to this solicitation:

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

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

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

CLIN: n/a

TDP Link (URL): n/a

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

<https://www.fbo.gov/fedteds/W56HZV12R0527>

To access the data through FBO:

a. Log on to the FBO web site.

b. Enter your Marketing Partner Identification Number (MPIN).

c. Search for the solicitation number.

d. If solicitation is Export Controlled, select Verify MPIN.

(1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq..

(2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

(3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to <http://www.dlis.dla.mil/jcp/>

click on documents and follow instructions provided. Processing time is estimated at 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.

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f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to <https://www.fbo.gov/index> The FBO helpdesk phone number is (866) 606-8820. Vendors are responsible for placing correct information in FBO.

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

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

C-3            52.211-4011            ACQUISITION OF MANUFACTURER'S PART NUMBER: COMPONENTS            FEB/1998  
(TACOM)

One or more of the drawings for part of the contract item set forth in the Schedule and in the Technical Data Package specify manufacturer's part numbers. Since complete Government technical data for such part or parts are not available, it is understood that the Contractor, by accepting this contract, agrees to furnish only the listed manufacturer's part number(s) for those components of the contract item, except as provided in the provision entitled NOTICE REGARDING "SOURCE-CONTROLLED" COMPONENTS. (In Section L or near the end of this solicitation.) It is further understood and agreed that references to manufacturer's part numbers herein shall be deemed to include all changes or revisions thereto which the approved manufacturer has made effective as of the first date of delivery of any of the items under this contract; provided, that no change or revision that affects the interchangeability (ability to be interchanged with previous parts and to match with all mating parts when assembled) of the listed manufacturer's part shall be incorporated into the contract item without the prior written approval of the Procuring Contracting Officer.

[End of Clause]

C-4            52.248-4502            CONFIGURATION MANAGEMENT DOCUMENTATION            NOV/2006  
TACOM  
(RI)/ECBC

a. The Contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with block 4 of the enclosed DD Form 1423, Contract Data Requirements List (CDRL). The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs. These documents shall be submitted electronically in accordance with block 14 of the enclosed DD Form 1423, CDRL. MIL-HDBK-61 may be used for general guidance on Configuration Management.

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

c. Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(CS7112)

(End of Clause)

C.1 START OF WORK MEETING, IN ACCORDANCE WITH FAR 52.204-4003

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Weapons System Manager (WSM), Item Manager (IM), the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

C.1.1 MEETINGS/CONFERENCES

C.1.1.1 Start of Work (SOW) Meeting: Thirty (30) days after contract award a Start of Work Meeting shall be held at the U.S. Army Contracting Command - Warren (DTA) or at the Contractor's facility. The Contractor shall make available contract administration personnel, management, engineers, and logistic support personnel as the Government deems required. In this meeting, the Contractor shall present detailed paths/milestone graphic presentations that define contractor performance necessary to meet contract delivery requirements as defined in the Scope of Work. The Contractor shall provide to the Government an internal list of all functional contractor personnel involved in this contract. This list will be upgraded as required to maintain accuracy.

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C.1.1.2 Contract Status Review Meeting: As part of the overall contract management effort, the Contractor shall provide technical and managerial representative(s) to attend periodic meetings, at least once per year, at ACC-WRN (DTA), to review contract status. This review shall be for one eight-hour day, or as specified. A conference may be called by either the Government or the Contractor to clarify any questions in regard to the contract requirements. Topics to be discussed shall include, but are not limited to, contract status, testing, production, logistics, technical issues, and deliverables. The Contractor will coordinate an agenda with the Procuring Contracting Officer (PCO) no later than 5 days prior to the meeting.

C.1.2 The Contractor shall take minutes of the above meetings. The Procuring Contracting Officer (PCO) approved minutes shall be distributed to all parties no later than 10 days after the completion of the meeting. The Contractor shall follow the attached DID number DI-ADMIN-81505 (per CDRL A005), Report, Record of Meetings, (located in Section J), for the minutes format. The URL for the meeting format is Assist Quick Search: <://assist.daps.dla.mil/quicksearch/> (Attachment 0005).

C.1.3 When meetings are held at the Contractor's facility, the Contractor will make the following available for the Government's use:

C.1.3.1 Production or other required versions of the CPDEPMEDS Liners needed for viewing.

C.1.3.2 Required technical, logistics or other documentation (including drawings, computer data bases, publications, and other required data).

C.1.3.3 Computer resources, as required.

\*\*\* END OF NARRATIVE C0001 \*\*\*

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## SECTION D - PACKAGING AND MARKING

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

ITEM	NSN	P/N	PWD/CLIN
Liner, ISO Adptr Type II	4240-01-460-9056	5-19-13789	EH26R826EH/ 0011 - 0015

- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: B
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIAL PACKAGING INSTRUCTION NUMBER. P5-19-13789
  - (a) REVISION B
  - (b) DATE OF REVISION 17 March 2011

Liner, Center Sect Type II	4240-01-460-9058	5-19-13774	EH26R827EH/ 0021 - 0025
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- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: B
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIAL PACKAGING INSTRUCTION NUMBER. P5-19-13774
  - (a) REVISION B
  - (b) DATE OF REVISION 17 March 2011

Liner, 19.5 ft, A2S Type III	4240-01-537-8114	5-4-9791	EH26R830EH 0031 - 0035
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- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: B
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIAL PACKAGING INSTRUCTION NUMBER. P5-4-9791
  - (a) REVISION A
  - (b) DATE OF REVISION 24 March 2011

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;

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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 [://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 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: SHELF-LIFE MARKINGS SHALL BE APPLIED PER MIL-STD-129 PARAGRAPH 5.2. SHELF-LIFE IS 60 MONTHS EXTENDIBLE.

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

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## SECTION E - INSPECTION AND ACCEPTANCE

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

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

Title	Number	Date	Tailoring
ISO 9001:	2008	15 Nov 2008	Tailored by excluding paragraph 7.3

## General Requirements for the competence of testing and calibration laboratories

ISO/IEC17025, 2ND Edition 15 May 2005

(End of Clause)

E-4	52.209-4512 TACOM (RI)	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2008
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The below listed items have a requirement for First Article Testing:

ITEM	NSN	P/N	PWD/CLIN
Liner, ISO Adptr Type II	4240-01-460-9056	5-19-13789	0016
Liner, Center Sect Type II	4240-01-460-9058	5-19-13774	0026
Liner, 19.5 ft, A2S Type III	4240-01-537-8114	5-4-9791	0036

a. The first article shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

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

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

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

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

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

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

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

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

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including

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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 THRU THE QAR TO THE CONTRACT SPECIALIST/PCO. See CDRL A0004.

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

(ES6026)

(End of Clause)

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

The below listed items have a requirement for Production Lot Testing (Government Facility):

ITEM	NSN	P/N	PWD/CLIN
Liner, ISO Adptr Type II	4240-01-460-9056	5-19-13789	0011 - 0016
Liner, Center Sect Type II	4240-01-460-9058	5-19-13774	0021 - 0026
Liner, 19.5 ft, A2S Type III	4240-01-537-8114	5-4-9791	0031 - 0036

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

(b) The production lot acceptance test sample shall consist of: SARANEX PNs: 5-19-11226 and BULTYL CLOTH, PNs 5-19-8206 or 5-19-8208 are required to have preproduction lot testing completed prior to use IAW their applicable QAP, drawing, and specification.

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

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

Edgewood Chemical Biological Center  
ATTN: RDCB-DET-T/DO NGUYEN  
BLDG E5165 WEBSTER ROAD  
ABEERDEEN PROVING GROUND, MD 21010-5424  
PH (410)436-4237  
E-mail: do.p.nguyen.civ@mail.mil

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

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Shipping destination:

Edgewood Chemical Biological Center  
ATTN: RDCB-DET-T/DO NGUYEN  
BLDG E5165 WEBSTER ROAD  
ABEERDEEN PROVING GROUND, MD 21010-5424  
PH (410)436-4237

(f)) The production lot acceptance test sample shall be examined and tested by the Government for and/or in accordance with the APPLICABLE QAP FOR EACH ITEM.

(g) Within 30 days after receipt of the production lot acceptance test sample at the Government facility, the Contracting Officer shall provide written notification to the contractor as to the approval, disapproval, or conditional approval of the production lot acceptance test sample. Unless authorized by the Contracting Officer, the lot from which the production lot acceptance test sample is drawn shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the production lot acceptance test samples have been approved/conditionally approved.

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

(i) If the production lot acceptance test sample fails to meet any applicable contractual requirement, the lot from which the test sample was drawn shall be considered to be rejected. The Contractor shall take immediate corrective action, both to correct the deficiency/nonconformance (if applicable) and to prevent recurrence of such deficiency/nonconformance, and shall submit an additional production lot acceptance test sample (from the reworked lot or from a new lot as applicable). Such corrective action shall be taken by the contractor at no increase in contract price and shall apply to all items (including, if applicable, basic items and/or repair parts) either in-process or final assembly which have been produced (or are in production) since the last successful production lot acceptance test. Any and all costs associated with testing the additional production lot acceptance test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with additional testing resulting from failure of the production lot acceptance test sample to meet applicable contractual requirements.

(j) If the contractor fails to deliver any production lot acceptance test sample for test within the time specified, or if the production lot acceptance test sample is disapproved and an acceptable replacement is not provided within the time specified, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(k) Unless otherwise specified, the production lot acceptance test sample shall be considered to be destructively tested, and is in addition to the units deliverable under the contract.

(ES6042) (End of clause)

E-6      52.246-4028      INSPECTION AND ACCEPTANCE POINTS: ORIGIN      NOV/2005  
(TACOM)

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: \_\_\_\_\_  
(Name) (CAGE)  
\_\_\_\_\_  
(Address) (City) (State) (Zip)

ACCEPTANCE POINT: \_\_\_\_\_  
(Name) (CAGE)  
\_\_\_\_\_  
(Address) (City) (State) (Zip)

[End of Clause]



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required. The Contractor is required to follow these steps to receive a Performance Certification:

1. Complete/fill out Certification Testing Log Sheet. To obtain a copy of Certification Testing Log Sheet, please request a copy from: usarmy.RIA.ecbc.mbx.labcerts@mail.mil.
2. Send completed Testing Log Sheet within 30 days of award of contract/delivery order/option/add-on to the contract, to Edgewood Chemical Biological Center-Rock Island, RDCB-DES-Q, ATTN: Qualification Procedure Team Lead; by FAX to 309-782-1919, or email to: usarmy.RIA.ecbc.mbx.labcerts@mail.mil.
3. After receiving the completed Testing Log Sheet, a Quality Assurance Representative will schedule a visit to the testing facility within 15 calendar days of receipt of the documentation for the initial award of each NSN OR non-NSN that requires Agent/Simulant testing on the contract, and each year thereafter, if required.
4. The Quality Assurance Representative will verify or complete the following regarding the Performance Certification requirements, but is not limited to:
  - a. Ensure the testing facility has the appropriate tech data packages or performance specification as required by the contract.
  - b. Type of Agent/purity level 90% or above is recommended
  - c. Test equipment (calibration methods/standards)
  - e. Testing Processes/Procedures/Work Instructions
  - f. Technical documentation, including drawings, specifications, handbooks, manuals, and other technical publications
  - g. Training qualifications (records) to conduct test
5. The Government will notify the Contractor within 5 days of the visit as to whether the Performance Certification requirement has been met or not. If the performance certification requirement has been met, a lab Performance Certification letter and certificate will be issued, authorizing the testing facility to conduct testing. The Contractor may commence the required testing upon authorization.

(ES7021)

(End of Provision)

E-9            52.246-4528            REWORK AND REPAIR OF NONCONFORMING MATERIAL            MAY/1994  
TACOM RI

a. Rework and Repair are defined as follows:

- (1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
  - (2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.
  - c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.
  - d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
  - e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(ES7012)

(End of Clause)

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E-10            52.246-4532            DESTRUCTIVE TESTING  
                  TACOM RI

MAY/1994

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

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

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

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

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

(ES7011)

(End of Clause)

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## SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-6	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2011) -- ALTERNATE I (DEC 2011)	DEC/2011
F-7	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	SEP/2008

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

(c) The Government requires deliveries according to the following schedule on all orders:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

(i) If FAT is required, start deliveries 240 days after the delivery order date; or

(ii) If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first delivery order, start deliveries 120 days after delivery order date.

(iii) You will deliver units every thirty days as follows:

ITEM	NSN	P/N	PWD/CLIN	QTY
Liner, ISO Adptr Type II	4240-01-460-9056	5-19-13789	EH26R826EH 0011 - 0015	12
Liner, Center Sect Type II	4240-01-460-9058	5-19-13774	EH26R827EH 0021 - 0025	25
Liner, 19.5 ft, A2S Type III	4240-01-537-8114	5-4-9791	EH26R830EH 0031 - 0035	12

(iv) You can deliver more units every thirty days at no additional cost to the government.

(d) Accelerated delivery schedule is acceptable with PCO approval.

(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) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

(i) If FAT is required, deliveries will start \_\_\_ days after the delivery order date; or

(ii) If FAT is not required or FAT is waived, deliveries will start \_\_\_ days after delivery order date.

[End of clause]

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F-8            52.247-4457            LONG TERM CONTRACTS - FOB DESTINATION            OCT/1999  
 (TACOM)

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed: Blue Grass Army Depot (BL6) - 100%

(End of Clause)

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

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

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

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
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.

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

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

- New Cumberland Army Depot
- Red River Army Depot
- Sharpe Army Depot

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

[End of Clause]

Blue Grass Army Depot hours of operation for receipt of shipments are Monday through Thursday, 7:00 a.m to 4:30 p.m. On Friday, receipt of shipments are not available. The contractor shall schedule shipments accordingly.

\*\*\* END OF NARRATIVE F0001 \*\*\*

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## SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
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G-1	52.242-4007 WIDE AREA WORKFLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS APR/2008	AUG/2012
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The contractor shall use WAWF to electronically process invoices for payment and receiving reports. The contractor shall register to use WAWF and take the Web-based training at <https://wawf.eb.mil>. Direct any questions relating to the system and vendor training to the Ogden Help Desk at 866-618-5988.

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

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

\_Invoice and Receiving Report Combo (Supplies)

Use for contracts that are entirely for supply requirements or for contracts that are predominantly for supply requirements but also includes minimal service line items.

\_\_\_\_\_ Invoice 2-in-1 (Services)

Use for contracts that are entirely for service requirements.

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

\'b7 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) (Indicate)

\'b7 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) (Indicate)

\'b7 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) (Indicate)

\'b7 Accept-By DoDAAC Code: (Indicate)

\'b7 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) (Indicate)

3. Include the Purchase Request Number as specified in each Contract Line Item Number (CLIN). This number can be found at the bottom of the extended description of each CLIN. NOTE: The purchase request number may be different for each CLIN.

4. Indicate the proper Unit of Measure as specified in each CLIN. Failure to indicate the proper Unit of Measure will lead to vendor pay issues.

5. Indicate the following Acceptor, Alternate Acceptor, and Contract Specialist when the WAWF system prompts for additional e-mail submission after clicking Signature.

\'b7 Primary Acceptor Name: (Indicate)

\'b7 Primary Acceptor e-mail: (Indicate)

\'b7 Alternate Acceptor Name: (Indicate)

\'b7 Alternate Acceptor e-mail: (Indicate)

\'b7 Contract Specialist Name: David E. McCright

\'b7 Contract Specialist e-mail: david.e.mccright.civ@mail.mil

\*\*\*For ALL shelf-life items, Contractor shall include their manufacturing lot information and the lot information for the carbon used (if any) in WAWF submissions. Include this information in the Description field.\*\*\*

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

[End of clause]

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

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

[End of Clause]

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

Warren: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)  
Rock Island - JMTC: <https://acquisition.army.mil/asfi/>  
Red River Army Depot: <https://acquisition.army.mil/asfi/>  
Anniston Army Depot: <https://acquisition.army.mil/asfi/>

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

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

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

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

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

H-3	52.245-4500 ARDEC-RI	DEMILITARIZATION AND TRADE SECURITY CONTROL REQUIREMENTS AND PROCEDURES	OCT/2011
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## I. Demil and Trade Security Controls (TSCs) Summary:

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

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

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

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

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

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

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

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

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

**II. Definitions:**

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

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

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

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

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

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

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

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

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and possessing commercial marketability.

I. Significant military equipment (SME) is material for which special export controls are warranted because of their capacity for substantial military utility or capability. Items designated as SME require worldwide demil as prescribed in DoDM 4160.28-M-V1, V3 and V3, Demil Manual.

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

III. Applicability:

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

IV. Contractor Demil and TSCs:

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

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

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

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

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

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

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

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

VI. Demil Waivers:

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

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

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

VIII. Contractor Access and Identification of Demilitarization Requirements:

**Name of Offeror or Contractor:**

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

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

B. The Contractors demilitarization requirement:

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

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

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

Option 1:

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

Option 2:

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

Option 3:

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

**IX. Demilitarization and Trade Security Controls Matrix**

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

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

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## SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-13	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-14	52.210-1	MARKET RESEARCH	APR/2011
I-15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-17	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-20	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-22	52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV/2011
I-23	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-24	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-25	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-26	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-27	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-28	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-29	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-30	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-31	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-32	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-33	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
I-34	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-35	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-36	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-37	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-38	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-39	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-40	52.232-1	PAYMENTS	APR/1984
I-41	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-42	52.232-11	EXTRAS	APR/1984
I-43	52.232-17	INTEREST	OCT/2010
I-44	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-45	52.232-25	PROMPT PAYMENT	OCT/2008
I-46	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-47	52.233-1	DISPUTES	JUL/2002
I-48	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-49	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-50	52.242-13	BANKRUPTCY	JUL/1995
I-51	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-52	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-53	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2010
I-54	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-55	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-56	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-57	52.248-1	VALUE ENGINEERING	OCT/2010
I-58	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-59	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-60	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-61	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-62	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-63	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-64	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-65	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-66	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-67	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-68	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-69	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-70	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-71	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	MAY/2011
I-72	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	JUN/2012
I-73	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	JUN/2012
I-74	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-75	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2012
I-76	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2012
I-77	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-78	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-79	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-80	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-81	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-82	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
I-83	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-84	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-85	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-86	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-87	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-88	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	JUN/2012
I-89	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-90	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-91	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

ITEM	NSN	P/N	PWD/CLIN
Liner, ISO Adptr, Type II	4240-01-460-9056	5-19-13789	EH26R826/0016

The contractor shall conduct a First Article Test (FAT) on three (3) Liners, NBC, ISO Adapter, PACKAGE, Type II, PN: 5-19-13789, inspected/tested to all requirements of the drawings and PARA 4.2 of EA-DTL-1596F. FAT shall also consist of inspection and testing of all components as listed in their QAPs, drawings, and specifications.

AGENT/SIMULANT TESTING IS REQUIRED. The AGENT/SIMULANT testing /inspection must be completed at a Government testing facility. The contractor must comply with clause E-8 52.246-4515 INCLUSION OF TESTING COSTS which provides the procedure to attain a cost estimate and establish a test service agreement. Testing completed at a Government facility does not need to be repeated by the contractor. The contractor shall include Government test data with the contractors FAT report. The Government facility performing AGENT/SIMULANT testing shall be a certified laboratory per clause E-9 52.246-4516 LAB PERFORMANCE CERTIFICATION REQUIREMENTS.

AGENT/SIMULANT testing is required on the following: First Article Test (FAT) for SARANEX, PN 5-19-11226, and BUTYL CLOTH, PNs 5-19-8206 or 5-19-8208 shall include all inspections and testing required IAW their applicable drawing, specification, and QAPs.

Government Test Facility name and ship to address:

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EDGEWOOD CHEMICAL BIOLOGICAL CENTER  
ATTN: RDCB-DET-T/DO NGUYEN  
BLDG E5165 WEBSTER ROAD  
ABEERDEEN PROVING GROUNDS, MD 21010-5424  
PH (410) 436-4337

Certificates of Conformances are required for all material and shall be submitted as part of the First Article Test report (FATR). The contractor is responsible for all inspections and testing regardless of who conducts the actual testing.

A packaging FAT is required and shall consist of three (3) packaged units and inspected IAW SPI P5-19-13789. Lot Numbering for End Item and end item Packaging shall be IAW MIL-STD-1168 and Section C of the contract. Pictures of the packaging are not required; however, they will expedite approval.

FAT report for the Liners, NBC, ISO Adapter Package, Type II and the packaging shall be submitted through the local QAR to the contracting officer.

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ITEM	NSN	P/N	PWD/CLIN
Liner, Tent, Ext, Mod Center Sect	4240-01-460-9058	5-19-13774	EH26R827EH/0026

The Contractor shall conduct a First Article Test (FAT) on three (3) Liners, NBC, Tent, Extend, MOD, Center Section, PN 5-19-13774 inspected/tested to all requirements of the drawings and PARA 4.2 of DTL EA-L-1596. FAT shall also consist of inspection and testing of all components as listed in their QAPs, drawings, and specifications.

AGENT/SIMULANT TESTING IS REQUIRED, The AGENT/SIMULANT testing/inspection must be conducted at a Government testing facility. The contractor must comply with clause E-8 52.246-4515 INCLUSION OF TESTING COSTS which provides the procedure to attain a cost estimate and establish a test service agreement. Testing completed at a Government facility does not need to be repeated by the contractor. The contractor shall include Government test data with the contractors FAT report. The Government facility performing AGENT/SIMULANT testing shall be a certified laboratory per clause E-9 52.246-4516 LAB PERFORMANCE CERTIFICATION REQUIREMENTS.

AGENT/SIMULANT testing is required on the following: First Article Test (FAT) for SARANEX, PN 5-19-11226, AND BUTYL CLOTH, PNs 5-19-8206 or 5-19-8208 shall include all inspections and testing required IAW their applicable drawing, specification, and QAPs.

Government Test Facility name and ship to address:

EDGEWOOD CHEMICAL BIOLOGICAL CENTER  
ATTN: RDCB-DET-T/DO NGUYEN  
BLDG E5165 WEBSTER ROAD  
ABEERDEEN PROVING GROUNDS, MD 21010-5424  
PH (410) 436-4337

Certificates of Conformances are required for all material and shall be submitted as part of the First Article Test Report (FATR). The contractor is responsible for all inspections and testing regardless of who conducts the actual testing.

A packaging FAT is required and shall consist of three (3) packaged units and inspected IAW SPI P5-19-13774. Lot Numbering for End Item and End Item Packaging shall be IAW MIL-STD-1168 and Section C of the contract. Pictures of the packaging are not required; however, they will expedite approval.

FAT report for the Liner and the packaging shall be submitted through the local QAR to the contracting officer.

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ITEM	NSN	P/N	PWD/CLIN
Liner, 19.5 ft, A2S, Type III	4240-01-537-8114	5-4-9791	EH26R830EH/0036

The contractor shall conduct a First Article Test (FAT) on three (3) Liners, shelter, 19.5 ft, AS2 PACKAGE, Type III, PN: 5-4-9791, inspected/tested to all requirements of the drawings and PARA 4.2 of DTL EA-L-2302. FAT shall also consist of inspection and testing of all components as listed in their QAPs, drawings, and specifications.

AGENT/SIMULANT TESTING IS REQUIRED. The AGENT/SIMULANT testing /inspection must be completed at a Government testing facility. The contractor must comply with clause E-8 52.246-4515 INCLUSION OF TESTING COSTS which provides the procedure to attain a cost estimate and establish a test service agreement. Testing completed at a Government facility does not need to be repeated by the contractor. The contractor shall include Government test data with the contractors FAT report. The Government facility performing AGENT/SIMULANT

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testing shall be a certified laboratory per clause E-9 52.246-4516 LAB PERFORMANCE CERTIFICATION REQUIREMENTS.

AGENT/SIMULANT testing is required on the following: First Article Test (FAT) for SARANEX, PN 5-19-11226, and BUTYL CLOTH, PNs 5-19-8206 or 5-19-8208 shall include all inspections and testing required IAW their applicable drawing, specification, and QAPs.

Government Test Facility name and ship to address:

EDGEWOOD CHEMICAL BIOLOGICAL CENTER

ATTN: RDCB-DET-T/DO NGUYEN

BLDG E5165 WEBSTER ROAD

ABEERDEEN PROVING GROUNDS, MD 21010-5424

PH (410) 436-4337

Certificates of Conformances are required for all material and shall be submitted as part of the First Article Test report (FATR). The contractor is responsible for all inspections and testing regardless of who conducts the actual testing.

A packaging FAT is required and shall consist of three (3) packaged units and inspected IAW SPI P5-4-9791, SEE NOR 327-0006-002. Lot Numbering for End Item and end item Packaging shall be IAW MIL-STD-1168 and Section C of the contract. Pictures of the packaging are not required; however, they will expedite approval.

FAT report for the Liners, Shelter, 19.5 FT, AS2 Package, Type III and the packaging shall be submitted through the local QAR to the contracting officer.

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 120 calendar days from the date of this contract FATR shall be submitted through the local QAR to the Contract Specialist David E. McCright, 586-282-8121, e-mail: david.e.mccright.civ@mail.mil, marked First Article Test Report: Contract No. \_\_\_\_\_, Lot/Item No. \_\_\_\_\_. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

(1) progress payments, or

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

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

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

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

(End of Clause)

I-92            52.216-19            ORDER LIMITATIONS            OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 3, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of 300;

(2) Any order for a combination of items in excess of 450; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-93            52.216-21            REQUIREMENTS            OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Governments requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after Six and one half (6 1/2) Years after Contract Award.

(End of Clause)

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I-94            252.203-7004            DISPLAY OF FRAUD HOTLINE POSTER(S)            SEP/2011  
(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD fraud hotline posters prepared by the DoD Office of the Inspector General. DoD fraud hotline posters may be obtained from the DoD Inspector General, Attn: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

N/A

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

I-95            252.216-7006            ORDERING            MAY/2011

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from Date of Contract Award through five years from the Date of Contract Award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued'' when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

I-96            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

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(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.

(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.

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(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.

(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)

I-97

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

APR/2012

(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

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the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts
  - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
  - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at [\\\*HYPERLINK "http://www.sba.gov/content/table-small-business-size-standards"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)

I-98                      52.223-3                      HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA                      JAN/1997

- (a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

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

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in



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(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)

I-101            52.252-2            CLAUSES INCORPORATED BY REFERENCE            FEB/1998

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

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

(End of Clause)

I-102            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984

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

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

(End of Clause)

I-103            252.223-7001        HAZARD WARNING LABELS            DEC/1991

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

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

MATERIAL (If None, Insert None.)

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

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

(End of clause)

I-104 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

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

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

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

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

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

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

[End of Clause]

I-105 52.216-4021 REQUIREMENTS DEFINITION JUN/2005  
(TACOM)

"Supplies" as used in FAR 52.216-21, entitled Requirements, is hereby defined as new supplies. It does not include rebuilt or remanufactured items.

[End of Clause]

I-106 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

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

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

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

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

or

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

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

[End of Clause]

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## SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST - A001 ENGINEERING CHANGE PROPOSAL	20-OCT-2011	001	
Exhibit B	CDRL - A002 REQUEST FOR DEVIATION	20-OCT-2011	001	
Exhibit C	CDRL - A003 NOTICE OF REVISION	20-OCT-2011	001	
Exhibit D	CDRL - A004 FIRST ARTICLE TEST REPORT	20-OCT-2011	001	
Exhibit E	CDRL - A005 MEETING MINUTES	20-OCT-2011	001	
Exhibit F	CDRL - A006 PRODUCTION LOT TEST REPORT	06-MAR-2012	001	
Attachment 0001	DATA DELIVERY DESCRIPTION (DDD) - ENGINEERING CHANGE PROPOSAL (ECP)	20-OCT-2011	007	
Attachment 0002	DDD - REQUEST FOR DEVIATION (RFD)	20-OCT-2011	003	
Attachment 0003	DDD - NOTICE OF REVISION (NOR)	20-OCT-2011	001	
Attachment 0004	DDD - FIRST ARTICLE TEST REPORT	24-JAN-1997	003	
Attachment 0005	DDD - RECORD OF MEETING MINUTES	20-NOV-1995	001	
Attachment 0006	ECBC LAB TEST QUOTE REQUEST	20-OCT-2011	001	
Attachment 0007	DOCUMENT SUMMARY LIST	06-MAR-2012		

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
J-1 52.204-4500 TACOM (RI)	ADDITIONAL ATTACHMENTS	FEB/2012

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

Title / Number of Pages

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

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

Data Delivery Description Engineering Change Proposal  
9 Pgs

Data Delivery Description Notice of Revision  
2 Pgs

Data Delivery Description Request for Deviation  
4 Pgs

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

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-2	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-3	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-4	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-5	52.207-4	ECONOMIC PURCHASE QUANTITY-SUPPLIES	AUG/1987

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

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

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

**OFFEROR RECOMMENDATIONS**

<b>ITEM</b>	<b>QUANTITY</b>	<b>PRICE QUOTATION</b>	<b>TOTAL</b>

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

(End of Provision)

K-6 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS FEB/2012

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and

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**Name of Offeror or Contractor:**

complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(End of provision)

K-7 52.225-18 PLACE OF MANUFACTURE

SEP/2006

(a) Definitions. As used in this clause

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

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

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

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide

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in response to this solicitation is predominantly

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

(2) Outside the United States.

(End of provision)

K-8            252.209-7999        REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX            JAN/2012  
(DEV 2012-        LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION  
00004)            2012-00004)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that--

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

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

(b) The Offeror represents that--

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

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

(End of provision)

K-9            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]

K-10           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

**CONTINUATION SHEET**

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**Name of Offeror or Contractor:**

NAME

TITLE

TELEPHONE NUMBER

_____	_____	_____
_____	_____	_____

[End of Provision]

K-11      52.223-4002      USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)      OCT/2008  
 (TACOM)

(a) Definitions.

(1) Class I and Class II Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), complete list provided at: <http://www.epa.gov/ozone/science/ods/index.html>.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Army cannot award any contract that directly or indirectly requires the use of CIODS without the approval of the Senior Acquisition Official, per current Army Policy the approval authority is the Army Acquisition Executive. Thus, no CIODS shall be used in meeting the requirements of this contract. If the use of CIODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

(c) No Class II Ozone Depleting Substances shall be required in the performance of this contract without government approval. If the use of Class II ODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

[End of Provision]

K-12      52.225-4003      IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED      MAR/1990  
 (TACOM)      KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i) [ ] I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$\_\_\_\_\_.

(ii) [ ] I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

<u>Name</u>	<u>Address</u>	<u>Est. Value Of Subcontract</u>	<u>Est. Total of Levies Incl. In Price</u>
_____	_____	_____	_____
_____	_____	_____	_____

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.



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## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	252.215-7008	ONLY ONE OFFER	JUN/2012
L-6	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; [ X ] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

L-7	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm Fixed Price, Requirements contract resulting from this solicitation.

(End of Provision)

L-8	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

TACOM LCMC

ATTN: CCTA (Army Contracting Center Warren - Protest Coordinator), Mail Stop 315

6501 E. 11 Mile Rd.

Warren, MI 48397-5000

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L-9	52.209-4005 ALT I	CONTRACT PRICE REDUCTION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL (SEPARATELY-PRICED LINE ITEM)	FEB/1998
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(a) All offerors are required to insert an amount for CLINs 0016, 0026, & 0036 which represents the full price for First Article testing.

(b) In addition, those offerors intending to request a waiver of the First Article Approval requirement must comply with the requirements of the provision entitled PROVISION FOR WAIVER OF FIRST ARTICLE APPROVAL. (See elsewhere in this Section L.) If the successful offeror requests and is granted a waiver, the dollar amount entered for CLINs 0016, 0026, 0036, 0046, & 0056 will be deducted from the total bid or proposal amount. The remaining dollar amount will constitute the price at which award will be made.

[End of Provision]

L-10	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,

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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)

L-11            52.211-2            AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS            JAN/2006  
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION  
INFORMATION SYSTEM (ASSIST)

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

- (1) ASSIST (<http://assist.daps.dla.mil/>)
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
- (3) ASSISTdocs.com (<http://assistdocs.com>).

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

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard/>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

L-12            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>

L-13            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)

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L-14            52.209-4007            PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL            MAY/2006  
(TACOM)

(a) The requirement entitled FIRST ARTICLE APPROVAL in Section I of this solicitation may be waived by the Government, provided that the offeror meets the conditions identified below.

(1) Offerors who intend to request a waiver or partial waiver of the First Article Test must provide sufficient information in order for the Government to determine whether the request is to be approved. If the offeror intends to request a waiver, a First Article Waiver Worksheet must be completed and submitted to the Government along with any supporting documentation. The worksheet can be found at <http://contracting.tacom.army.mil/engr/eng.htm>. The offerors request will not be considered if the worksheet and any supporting documentation is not submitted to the Government. The worksheet must be completed in its entirety. For those sections of the worksheet which do not apply, annotate with N/A (not applicable). To substantiate or clarify information provided by the offeror, the Government may request additional information.

(2) Offerors should not assume that the FAT waiver request will be granted even if the completed worksheet and any supporting information is submitted to the Government.

(3) The worksheet and any additional supporting documentation is part of your quote/offer and must be submitted as part of the response to this solicitation on Company letterhead and signed by an agent of the Company.

(4) The offeror may request a waiver for only a portion of the First Article Test, such as a vibration test or a salt water spray test, or the test on a component or subassembly of the procured item.

(5) The offeror shall list specifically on the worksheet, by technical data package reference, that portion of the test requested to be waived. The references shall include but may not be limited to the following as applicable:

(i) Identification of the specification or standard along with the specific specification or standard paragraph(s)

(ii) Identification of the drawing with specific references to the drawing notes.

(iii) Identification of the Quality Assurance Provision (QAP), or Quality Assurance Requirement (QAR) or Supplemental Quality Assurance Provision (SQAP) with specific references to the specific paragraph.

(6) Supporting documentation.

(i) The request for waiver must be accompanied by documentation in support of the request. The documentation may include information such as the following: (1) Copy of the Administrative Contracting Officers (ACOs) or Procuring Contracting Officers (PCO) letter approving a First Article Test report on a recent contract for the same or similar item. (2) Copy of a First Article Test report for the same or a similar item as that herein solicited. (3) Copy of an ACO or PCO letter approving a prior waiver request. (4) If the waiver request is based on similarity, a copy of the drawing/other appropriate technical requirements of the similar item.

(ii) If a copy of a First Article Test report is submitted in support of a request for waiver under this solicitation, the test report must have been approved and signed by an authorized representative of the Government.

(iii) The FAT report and all supporting documentation should be submitted by electronic media and should accompany the offerors proposal. If the FAT report and supporting documentation cannot be transmitted by electronic media, the offeror shall contact the PCO for further instruction.

(b) Note that if a waiver is granted to the successful offeror, an accelerated delivery schedule will apply. See Section F.

(c) Note: Cost considerations shall apply for approving a waiver or a portion thereof of a First Article Test.

[End of Provision]

L-15            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.

**Name of Offeror or Contractor:**

## (b) Definitions:

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

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

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

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

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

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

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

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

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

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

[End of Provision]

L-16	52.211-4052 (TACOM)	SOURCE NOTES ON DRAWINGS: CONFORMANCE TO MILITARY TECHNICAL DATA REQUIREMENTS	NOV/1982
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Notwithstanding the fact that ordnance drawings furnished with this solicitation may list particular manufacturer part numbers as approved sources, or as being the same as, or equivalent to, the ordnance part described on the drawing, the item to be supplied under this solicitation must conform to all specific technical requirements expressed on such drawing(s). To the extent that there may be any inconsistency between a manufacturer's part number and specific technical requirements expressed on an ordnance drawing which references the manufacturer's part number, the specific technical requirements shall control and take precedence. Offerors shall bear the responsibility of verifying that the approved part as supplied will conform with all such specific technical requirements.

[End of Provision]

L-17	52.215-20	REQUIREMENTS FOR INFORMATION OTHER THAN COST OR PRICING DATA, ALT. IV dated Oct. 1997	OCT/1997
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(a) Submission of cost or pricing data (defined in FAR 2.101) is not required. To determine reasonableness of the offered price(s), if the contracting officer determines it is necessary to obtain supporting information from the offeror, the contracting officer reserves the right to require the offeror to submit the information described in (b) below. If that information is inapplicable or inadequate for determining price reasonableness, the contracting officer reserves the right to require the offeror to submit the information described in (c) below.

(b) The offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy of, or

**Name of Offeror or Contractor:**

describe, current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(2) For catalog, price list or other items, evidence of prices charged customers in the commercial market, under similar circumstances. This may include copies of contracts (or invoices) with commercial customers to document the prices charged.

(c) If the contracting officer determines this necessary, the offeror shall submit a breakdown of the elements of cost (material, labor, overheads, other direct costs, packaging, G&A, profit or fee, etc.) used in the development of (or to support) the proposed price. For each of these elements of cost, the contracting officer reserves the right to require the offeror to also provide enough supporting detail and/or rationale to enable the contracting officer to evaluate the reasonableness of the cost element.

(d) The electronic format and media for any information the offeror submits under this clause should meet the guidance in this Website:

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

[End of clause]

L-18	52.215-4003 (TACOM)	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)	MAY/2011
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(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]

L-19	52.215-4404	DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY	MAY/2002
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(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system

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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]

L-20            DA, 52.215-            ABILITY ONE SUBCONTRACTING CREDIT            APR/2010  
5111

a. In accordance with Public Law 102-396, AbilityOne organizations will be afforded the maximum practical opportunity to participate as subcontractors and suppliers in the performance of this contract.

b. As prescribed by 10 U.S.C. 2401d and Section 9077 of Public Law 102-396, and in accordance with DFARS 219-703, Eligibility requirements for participating in the program, offers may receive credit toward the small business subcontracting goal for subcontracts placed with qualified nonprofit agencies participating in the AbilityOne program. AbilityOne organizations are qualified nonprofit agencies for the blind and other severely disabled that are approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the Javits-Wagner-O'Day Act (41 U.S.C. 46-48).

c. For additional information on AbilityOnes's program and products see <http://www.abilityone.gov/index.html>

d. For additional information on DoD activities in support of AbilityOne, see [http://www.acq.osd.mil/dpap/cpic/cp/abilityone\\_program.html](http://www.acq.osd.mil/dpap/cpic/cp/abilityone_program.html)

[End of provision]

L-21            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.

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(g) Processing of HQAMC-Level Protests

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

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

Packages sent by FedEx or UPS should be addressed to:

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

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:

<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

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

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

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

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

(h) Effect of Protest on Award and Performance:

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

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

-- 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]

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(TACOM) TOOLING

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

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

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

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

[End of Provision]

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## SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.232-15	PROGRESS PAYMENTS NOT INCLUDED	APR/1984
M-2	52.209-4006, ALT IV (TACOM)	EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT (REQUIREMENTS CONTRACT/INDEFINITE QUANTITY CONTRACT)	DEC/1999

(a) If the offeror submits a request for waiver of First Article Approval but fails to comply with the requirements of the provision entitled PROVISION FOR WAIVER, the requested waiver may not be granted. If the waiver is not granted, more favorable alternative offers of price or delivery, conditioned upon the granting of a waiver, will not be considered in the evaluation process

(b) DELIVERY:

(1) As specified in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL. In the event of a waiver, the Government will compute a delivery schedule for the first delivery order issued hereunder by excluding all lead times that would be included if first article approval were required. However, in no event shall such accelerated delivery schedule for the first delivery order be considered as an evaluation factor for award, even if such schedule would be more advantageous to the Government. (Note that delivery orders subsequent to the first order shall have delivery schedules as specified in individual orders, or as specified in Section B or F herein, regardless of whether First Article Approval applied initially. Note further that, absent a waiver, the Government expects to require First Article Approval only once during the course of this contract--in conjunction with the first delivery order to be issued hereunder. However, the Government reserves the right to require additional first article testing if the Contractor (i) changes or moves the production facility at which the contract item is manufactured, or (ii) submits a significant configuration change in the form of an Engineering Change Proposal (ECP/VECP) or a Request for Deviation or Request for Waiver (RFD/RFW), during or after performance on the first delivery order.)

(2) If an offeror requests waiver of First Article Approval but takes exception to the resulting delivery schedule for the first delivery order as described above, the requested waiver will not be granted. In consequence, any award to that offeror shall include all First Article Approval requirements, and the delivery schedule for the first delivery order shall include the appropriate first article lead times.

(c) PRICE EVALUATION FACTORS:

(1) As specified in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL, and subtract the price of the proposed First Article Test (at Section B, CLINs 0016, 0026, 0036, 0046, & 0056 ) from the proposal of offerors who elect to seek such a waiver. In the event that the offeror requests and receives a waiver of First Article Approval requirements, the price for such testing, as identified by the offeror in Section B, CLINs 0016, 0026, 0036, 0046, & 0056, shall be deducted from the total price otherwise cited for the materiel herein solicited. The offer will then be evaluated for award at the resulting alternate price.

(2) If the offeror requests a waiver of First Article Approval requirements, but fails to separately identify the cost of First Article Testing in Section B, CLINs 0016, 0026, 0036, 0046, & 0056 of this solicitation, the Government reserves the right to evaluate the offer based upon the price for CLINs 0011 thru 0015, 0021 thru 0025, 0031 thru 0035, 0041 thru 0045, and 0051 thru 0055, and to require that offeror perform on the contract at such price whether or not the First Article requirement is waived, at no additional cost to the Government.

(3) If the offeror requests but is not granted a waiver of First Article Approval, evaluation for award will be based upon the full amount entered for CLINs 0011 thru 0015, 0021 thru 0025, 0031 thru 0035, 0041 thru 0045, and 0051 thru 0055: the amount entered for CLINs 0016, 0026, 0036, 0046, & 0056 will not be deducted by the Government.

[End of Provision]

M-3	52.216-4216 (TACOM)	EVALUATION CRITERIA FOR RANGE PRICING	MAY/2005
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a. The total evaluated price will include the following:

1. Basic CLINs 0011 - 0015, 0021 - 0025, 0031 - 0035
2. Option CLIN N/A
3. Transportation costs if FOB Origin N/A
4. FAT costs, if applicable

b. For CLINs with range pricing, the Government will calculate a weighted average unit price for each CLIN by multiplying the unit prices proposed for each quantity range by the below weighting percentages. The total evaluated price of each such CLIN will be based on

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multiplying the weighted average unit price by the estimated CLIN quantities specified in Section B of this solicitation.

ITEM	NSN	P/N	PWD/CLIN
Liner, ISO Adptr, Type II	4240-01-460-9056	5-19-13789	0011 - 0015

Quantity Range	Weighting Applied to Unit Price
From 1 to 25	60 %
From 26 to 50	10 %
From 51 to 75	10 %
From 76 to 100	20 %
	<hr/>
	Total 100 %

ITEM	NSN	P/N	PWD/CLIN
Liner, Center Sect, Type II	4240-01-460-9058	5-19-13774	0021 - 0025

Quantity Range	Weighting Applied to Unit Price
From 1 to 40	30 %
From 41 to 70	20 %
From 71 to 100	20 %
From 101 to 300	30 %
	<hr/>
	Total 100 %

ITEM	NSN	P/N	PWD/CLIN
Liner, 19.5 ft, A2S, Type III	4240-01-537-8114	5-4-9791	0031 - 0035

Quantity Range	Weighting Applied to Unit Price
From 1 to 15	60 %
From 16 to 30	10 %
From 31 to 45	10 %
From 46 to 60	20 %
	<hr/>
	Total 100 %

Offerors should note that the pricing of all offers will be carefully reviewed to detect offers that are unbalanced from range to range (i.e. one or more ranges have pricing that is significantly over or understated as indicated by the application of cost or price analysis techniques). Unbalanced offers may be determined unacceptable. See FAR 15.404-1(g) for more information on unbalanced offers.

[End of Clause]

M-4            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.

**Name of Offeror or Contractor:**

[End of Provision]

M-5            52.216-4006            METHOD OF PRICE EVALUATION            NOV/2007  
(TACOM)

(a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

(b) If this solicitation contains quantities to be shipped FOB Origin, transportation cost will be evaluated as specified in the EVALUATION OF TRANSPORTATION COSTS provision elsewhere in this Section, and award will be made to the responsible offeror whose offer represents the lowest evaluated price including transportation costs, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

[End of Provision]

M-6            52.245-4001            EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY            MAR/1985  
(TACOM)

(a) Rent-free use of existing facilities, special test equipment, and/or special tooling, title to which is in the Government or to which the Government has the right to take title (all of which is herein described as property), including rent-free use by prospective subcontractors, will be a consideration in the evaluation of responses to this solicitation. Contractor must provide with their proposal, the list of Government Furnished Property (GFP), the acquisition cost, age, and type of GFP.

(b) For purposes of evaluation only, the unit evaluation factors for each classification of property, computed as follows, shall be added by the Government to the price or prices offered. The evaluation factors shall be computed by multiplying the acquisition cost of each item of property by the rental rates specified below, and then multiplying the product obtained by the number of months of use proposed. A minimum of one month of use shall be required for purposes of evaluation. Fractional portions of a month shall be counted as a full month. This final product shall then be divided by the total quantity of units to be produced using such property to determine the unit evaluation factors. The factors shall be separately set forth by the offeror under the offered unit prices.

Monthly Rental Rates

(1) For land and land preparation, buildings, building installations, and land installations other than those items specified in (2) below: the prevailing commercial rate.

(2) For industrial plant equipment of the types covered by Federal Supply Classification Code Numbers 3405, 3408, 3410, 3411 through 3419 (machine tools), and 3441 through 3449 (secondary metalforming and cutting machines), the following rates shall apply:

<u>Age of Equipment</u>	<u>Monthly Rental Rates</u>
0-2 years	3.00%
Over 2 to 3 years	2.00%
Over 3 to 6 years	1.50%
Over 6 to 10 years	1.00%
Over 10 years	0.75%

(3) For personal property and equipment not covered in (1) and (2) above (including all production equipment not in the Federal Supply Classification Codes set forth above, and including special tooling and special test equipment), the following rates shall apply:

-- Two percent (2.00%) per month for electronic test equipment and automotive equipment;

-- One percent (1.00%) per month for special tooling and for all other property and equipment.

(c) If any item of property is to be used on other work for which use has been authorized during the period such property is requested for use on any contract resulting from this solicitation, the evaluation factors shall be calculated in accordance with the following: the acquisition cost of each item of property shall be multiplied by the rental rates specified for the applicable

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classification of property set forth above, and the product obtained shall then be multiplied by the number of months of rent-free use requested. The resulting product shall be multiplied by a fraction, the numerator of which is the amount of use of the property proposed under this solicitation, and the denominator of which is the sum of the previously-authorized use of the property during the period of proposed use and the use proposed under this solicitation. The final product shall then be divided by the total quantity of units to determine the unit evaluation factor. The measurement unit for determining the amount of use to be considered in establishing the fraction referred to in the foregoing calculation shall be direct labor hours, sales, hours of use, or any other measurement unit which will result in an equitable apportionment of the factor. The measurement unit used and the amount of respective uses in sufficient detail to support the proration shall be set forth for each item of property.

d() For the purposes of determining the evaluation factors set forth above, the following definitions apply:

(1) The term acquisition cost means the total cost to the Government for an item of property, including the cost of (i) transportation, (ii) installation, (iii) accessories to be used with the item, and (iv) any rebuilding and modernization which has enhanced the original capability of the item;

(2) The age of an item of property shall be based on the year in which it was manufactured, with an annual birthday on 1 January of each year thereafter. On 1 January following the date of manufacture, the item shall be considered one year old; and on each succeeding January 1st, it shall become one year older (thus, an item manufactured on 15 July 1978 would be one year old on 1 January 1979, and over two years old on and after 1 January 1980).

(e) Where this solicitation provides that the property is offered for use on an as-is basis, F.O.B. loading dock at present location, the Government shall add to the offered price, in addition to the evaluation factors described above, a factor, for purposes of evaluation, which will be composed of the costs to the Government of making such property available at the F.O.B. point, including the costs of disconnection, preparation for shipment, and placement on the loading dock.

[End of Provision]

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

- A. CONTRACT LINE ITEM NO.:  
B. EXHIBIT : A  
C. CATEGORY.....:  
1. DATA ITEM NO. ....: A001  
2. TITLE OF DATA ITEM : ENGINEERING CHANGE PROPOSAL (ECP)  
3. SUBTITLE .....:  
4. AUTHORITY .....: DI-CMAN-80639C\*  
5. CONTRACT REFERENCE: Section C  
6. REQUIRING OFFICE .: RDCB-END-D (RI)  
7. DD250 REQ ..... : LT  
8. APP CODE ..... : N/A 9. DIST. STATEMENT REQUIRED: \*\* 10. FREQUENCY : ASREQ  
11. AS OF DATE: 12. DATE OF FIRST SUB: ASREQ 13. DATE OF SUBS. SUB: AS REQ  
14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY \*\*\* TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:  
ADRESSEE  
DRAFT/Final  
PER DISTRIBUTION LIST  
CONTRACT SPECIALIST  
15. TOTAL: 1  
16. REMARKS:  
\*SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF THE ECP. CONTRACTOR  
FORMAT IS ACCEPTABLE, DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICRO  
SOFT OFFICE). MIL-HDBK-61 MAY BE USEFUL IN DEFINING CONTENT.  
\*\*DIST STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MGR.  
\*\*\*ELECTRONIC FILES MUST BE LESS THAN 7MB. THE ECP SHORT FORM AND ECP PAGE 1 LOCATED  
AT [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 1692 AND 1693).  
17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO. ....: A002  
2. TITLE OF DATA ITEM : REQUEST FOR DEVIATION (RFD) 3. SUBTITLE  
.....:

4. AUTHORITY .....: DI-CMAN-80640C\*  
5. CONTRACT REFERENCE: Section C  
6. REQUIRING OFFICE .: RDCB-END-D (RI)  
7. DD250 REQ .....: LT

8. APP CODE .....: N/A 9. DIST. STATEMENT REQUIRED: \*\* 10. FREQUENCY : ASREQ

11. AS OF DATE:--- 12. DATE OF FIRST SUB: ASREQ 13. DATE OF SUBS. SUB: AS REQ

14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY \*\*\* TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:  
ADDRESSEE

DRAFT/Final

PER DISTRIBUTION LIST  
CONTRACT SPECIALIST

15. TOTAL: 1

16. REMARKS:

\*SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF THE RFD. ADEQUATE DATA/  
ANALYSIS/TESTING TO SUPPORT THE POSITION RELATIVE TO PARA 24 AND 25 OF DATA

DELIVERY DESCRIPTION SHALL BE INCLUDED. CONTRACTOR FORMAT IS ACCEPTABLE, DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E.,  
MICROSOFT OFFICE). MIL-HDBK-61 MAY BE USEFUL IN DEFINING CONTENT.

\*\*DIST STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MGR.

\*\*\*ELECTRONIC FILES MUST BE LESS THAN 7MB. THE ECP SHORT FORM AND ECP PAGE 1 LOCATED  
AT [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 1692 AND 1693).

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

- 1. DATA ITEM NO. ....: A003
  - 2. TITLE OF DATA ITEM : NOTICE OF REVISION (NOR)
  - 3. SUBTITLE .....
  
  - 4. AUTHORITY .....: DI-CMAN-80642C\*
  - 5. CONTRACT REFERENCE: Section C
  - 6. REQUIRING OFFICE .: RDCB-END-D (RI)
  - 7. DD250 REQ ..... : LT
  
  - 8. APP CODE ..... : N/A 9. DIST. STATEMENT REQUIRED: \*\* 10. FREQUENCY : ASREQ
  
  - 11. AS OF DATE:--- 12. DATE OF FIRST SUB: ASREQ 13. DATE OF SUBS. SUB: AS REQ
  
  - 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY \*\*\* TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:  
ADRESSEE
- DRAFT/Final
- PER DISTRIBUTION LIST  
CONTRACT SPECIALIST
- 15. TOTAL: 0/1
  
  - 16. REMARKS:  
\*SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF THE NOR. CONTRACTOR  
FORMAT IS ACCEPTABLE, DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICRO  
SOFT OFFICE). MIL-HDBK-61 MAY BE USEFUL IN DEFINING CONTENT.  
\*\*DIST STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MGR.  
\*\*\*ELECTRONIC FILES MUST BE LESS THAN 7MB. THE ECP SHORT FORM AND ECP PAGE 1 LOCATED  
AT [https://www.pica.army.mil/prod\\_techdata/cmdocs-links.htm](https://www.pica.army.mil/prod_techdata/cmdocs-links.htm) ARE THE PREFE  
RRED METHOD OF SUBMISSION FOR THIS DATA ITEM (DD FORMS 1692 AND 1693).
  
  - 17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO. ....: A004  
2. TITLE OF DATA ITEM : TEST/INSPECTION REPORTS  
3. SUBTITLE .....: First Article Test Report

4. AUTHORITY .....: DI-NDTI-80809B

5. CONTRACT REFERENCE: Sections E & I, CLINs 0016, 0026, 003

6. REQUIRING OFFICE .: RDCB-DES-Q

7. DD250 REQ .....: LT

8. APP CODE .....: A\*\* 9. DIST. STATEMENT REQUIRED: C 10. FREQUENCY : ASREQ

11. AS OF DATE:--- 12. DATE OF FIRST SUB: 15DATC 13. DATE OF SUBS. SUB: AS REQ

14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:  
ADRESSEE

DRAFT/Final

Thru GOVT QAR  
Contract Specialist

0/0

0/1

15. TOTAL: 0/1

16. REMARKS:

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

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO. ....: A005  
2. TITLE OF DATA ITEM : Meeting Minutes  
3. SUBTITLE .....:  
  
4. AUTHORITY .....: DI-ADMIN-81505  
5. CONTRACT REFERENCE: Section C  
6. REQUIRING OFFICE .: RDCB-END-D (RI)  
7. DD250 REQ ..... : LT  
  
8. APP CODE ..... : N/A 9. DIST. STATEMENT REQUIRED: X 10. FREQUENCY : ASREQ  
  
11. AS OF DATE:--- 12. DATE OF FIRST SUB: 5DAMtg 13. DATE OF SUBS. SUB: AS REQ  
  
14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY \*\*\* TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:  
ADRESSEE  
DRAFT/Final

GOVT WSM  
Contract Specialist

15. TOTAL: 0/1

16. REMARKS:  
\*\*\*ELECTRONIC FILES MUST BE LESS THAN 7MB. THE ECP SHORT FORM AND ECP PAGE 1 LOCATED  
AT [https://www.pica.army.mil/prod\\_techdata/cmdocs-links.htm](https://www.pica.army.mil/prod_techdata/cmdocs-links.htm) ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM (DD FORMS 1692 AND 1693).

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

\*\*\*\*\* THE FOLLOWING INSTRUCTION APPLIES TO ALL REPORTS DELIVERABLE UNDER THE CONTRACT \*\*\*\*\*

Prepare the reports in Contractor format. Submit the reports using any of the following electronic formats:

- (1) Files readable using these Microsoft\* Office XP or Microsoft\* Office 2002 & lower Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print or scan images of spreadsheets are not acceptable. Please see security note below for caution regarding use of macros.
- (2) Files in Adobe PDF (Portable Document Format). When scanning documents, scanner should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language) Format. HTML documents must not contain active links to Internet websites or web pages for reference information. All linked information must be contained within your electronic report, and be accessible offline.
- (4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the POCs, with an e-mail copy-furnished to [amsta-idg@tacom.army.mil](mailto:amsta-idg@tacom.army.mil), to obtain a decision as to the format's acceptability. This e-mail must be received by the POCs not later than ten (10) calendar days before the draft report's due date. All alternate methods must be at no cost to the Government.
- (5) Please note that we can no longer accept .zip files due to increasing security concerns.

NOTE. Macros: The virus scanning software used by our e-mail systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an e-mail message or an e-mail attachment may cause the e-mail report to be quarantined.

d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, another acceptable media is a 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Previously "zipped" files were accepted, but due to security concerns these zipped attachments cannot be received through our mail system. You may use multiple e-mail

messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 650 MEGABYTE CD ROM to be delivered via U.S. Mail or other carrier. The Contractor shall label all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number. Exterior mailing envelopes containing disks must be addressed to the following address:

TBD

NOTE: Please select only one type of electronic media to transmit each report. For instance, do not submit a report via e-mail and CD-ROM.

\* Registered Trademark

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:  
B. EXHIBIT : A  
C. CATEGORY.....:  
D. SYSTEM/ITEM.....: M28 Liners  
E. CONTRACT/PR NO.:W56HZV-13-R-0008  
F. CONTRACTOR.....:

1. DATA ITEM NO. ....: A006  
2. TITLE OF DATA ITEM : TEST/INSPECTION REPORTS  
3. SUBTITLE .....: Production Lot Test Report

4. AUTHORITY .....: DI-NDTI-80809B

5. CONTRACT REFERENCE: Section E  
6. REQUIRING OFFICE .: RDCB-DES-Q  
7. DD250 REQ ..... : LT

8. APP CODE ..... : A\*\* 9. DIST. STATEMENT REQUIRED: C 10. FREQUENCY : ASREQ

11. AS OF DATE:--- 12. DATE OF FIRST SUB: ASREQ\* 13. DATE OF SUBS. SUB: AS REQ

14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY \*\*\* TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:  
ADRESSEE

DRAFT/Final

RDAR-DES-Q	0/2
GOVT QAR	0/1
Contract Specialist	0/1

15. TOTAL: 0/4

16. REMARKS:  
\*THIS REPORT SHALL BE SUBMITTED AT THE COMPLETION OF A NEW PRODUCTION LOT (A LOT IS AS DEFINED IN THE CONTRACT). REPORT SHALL BE SUBMITTED THRU THE QUALITY ASSURANCE REPRESENTATIVE (QAR) TO THE ADDRESSEES WHENEVER A NEW LOT OF MATERIAL (REQUIRING AGENT TESTING OR OTHER TESTING) HAS COMPLETED TESTING. TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE CONTRACT CLAUSE FOR THIS RQMT. NOTE: A DD FORM 1222, REQ FOR TEST AND RESULTS, SHALL BE SUBMITTED TO THE TEST FACILITY AND PROVIDED WITH THE PRODUCTION LOT TEST REPORT. SUBMIT ELECTRONICALLY TO diane.m.freeman.civ@mail.mil AND joseph.a.gardner8.civ@mail.mil . \*\*THE GOVT HAS 7 WORK DAYS AFTER RECEIPT OF THE PRODUCTION LOT ACCEPTANCE TEST REPORT FOR APPROVAL/DISAPPROVAL.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)

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

Requirements:

1. Reference documents. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.
2. Format and content. The Engineering Change Proposal shall be prepared in contractor format.
3. Supporting data. In addition to the information required below, the ECP shall include supporting data. Formal ECPs shall be supported by drawings and other data (e.g., Logistic Support Analysis (LSA) data, detailed cost proposal data, test data and analyses) as specified in the contract to justify and describe the change and to determine its total impact including assessments of changes to system operational employment characteristics. When a life cycle cost and/or operation and support cost model has been included in the contract, the ECP shall also include the costs expected to result from the implementation of the change into all future production and spare items projected to be procured for the program. Also for all projected operation and support costs for operation of the total inventory of items by the Government. A summary of any testing done to validate concepts or new technology to be employed in the proposed engineering change shall be presented in the supporting data. Details of such test data shall be provided if it is vital to the decision regarding acceptance of the change.
4. Distribution statement. The appropriate distribution statement shall be affixed to the ECP in accordance with the requirements of the contract.
5. Date. Provide the submittal date of the ECP or of the revision to the ECP.
6. Procuring Activity Number (PAN): Provide the PAN of the procuring activity, if known.
7. DODAAC. Provide the DODAAC of the procuring activity, if known.
8. Originator name and address. Provide the name and address of the contractor submitting the ECP.
9. Designate as either Class I or II. Proposed changes that do not meet the criteria for Class I shall be designated as Class II. The engineering change shall be Class I if:
  - a. The Functional Configuration Documentation (FCD) or Allocated Configuration Documentation (ACD) is affected to the extent that any of the following requirements would be outside specified limits or specified tolerances:
    - (1) Performance.
    - (2) Reliability, maintainability or survivability.
    - (3) Weight, balance, moment of inertia.
    - (4) Interface characteristics.
    - (5) Electromagnetic characteristics.
    - (6) Other technical requirements in the specifications.
  - b. A change to the Product Configuration Documentation (PCD) will affect the FCD or ACD as described in paragraph 9a or will impact one or more of the following:
    - (1) Government Furnished Equipment (GFE).
    - (2) Safety.
    - (3) Compatibility or specified interoperability with interfacing CIs, support equipment or support software, spares, trainers or training devices/ equipment/software.
    - (4) Configuration to the extent that retrofit action is required.
    - (5) Delivered operation and maintenance manuals for which adequate change/revision funding is not provided in existing contracts.
    - (6) Preset adjustments or schedules affecting operating limits or performance to such extent as to require assignment of a new identification number.
    - (7) Interchangeability, substitutability, or replaceability as applied to CIs, and to all subassemblies and parts except the pieces and parts of non-reparable subassemblies.
    - (8) Sources of CIs or repairable items at any level defined by source-control drawings.
    - (9) Skills, manning, training, biomedical factors or human-engineering design.
  - c. Any of the following contractual factors are affected:

- (1) Cost to the Government including incentives and fees.
- (2) Guarantees or warranties.
- (3) Deliveries.
- (4) Scheduled milestones.

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

a. Interface. Code B shall be assigned to an engineering change proposal for correction of a deficiency which will eliminate interference or incompatibility at an interface between CIs.

b. Compatibility. Code C shall be assigned to an engineering change to correct a deficiency with the following characteristics:

(1) The need for the change has been discovered during the system or item functional checks or during installation and checkout and is necessary to make the system or item work.

(2) By assigning the compatibility code the contractor is declaring that the effort required to accomplish the change is considered to be within the scope of the existing contract except for changes caused by the Government.

(3) Contractual coverage completing the formal documentation of the engineering change will not reflect an increase in contract price for the corrective action in production and to delivered items in-warranty or otherwise stipulated in the contract.

c. Correction of deficiency. Code D shall be assigned to an engineering change which is required to eliminate a deficiency, unless a more descriptive separate code applies. Such separate codes are used to identify deficiencies of the nature of safety, interface, or compatibility.

d. Operational or logistics support. Code O shall be assigned to an engineering change which will make a significant effectiveness change in operational capabilities or logistics support.

e. Production stoppage. Code P shall be assigned to an engineering change which is required to prevent slippage in an approved production schedule. This code applies when production to the current configuration documentation either is impracticable or cannot be accomplished without delay.

f. Cost reduction. Code R shall be assigned to an engineering change which will provide a net total life cycle cost savings to the Government, but which is not being submitted pursuant to the Value Engineering clause of the contract. The savings in life cycle cost should include all effects on cost and price for the effort and requirements covered by the contract(s) currently in effect for this contractor, plus the costs resulting from necessary associated changes in delivered items, and logistics support.

g. Safety. Code S shall be assigned to an engineering change for correction of a deficiency which is required primarily to eliminate a hazardous condition. When this code is assigned, a system hazard analysis shall be included with the ECP. (See MIL-STD-882)

h. Value engineering (VE). Code V shall be assigned to an engineering change that will effect a net life cycle cost reduction and which is submitted pursuant to the VE clause of the contract.

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

a. Emergency (E). Shall be assigned to an engineering change proposed for any of the following reasons:

(1) To effect a change in operational characteristics which, if not accomplished without delay, may seriously compromise national security;

(2) To correct a hazardous condition which may result in fatal or serious injury to personnel or in extensive damage or destruction of equipment. (A hazardous condition usually will require withdrawing the item from service temporarily, or suspension of the item operation, or discontinuance of further testing or development pending resolution of the condition.); or

(3) To correct a system halt (abnormal termination) in the production environment such that CSCI mission accomplishment is prohibited.

b. Urgent (U). Shall be assigned to an engineering change proposed for any of the following reasons:

(1) To effect a change which, if not accomplished expeditiously, may seriously compromise the mission effectiveness of deployed equipment, software, or forces; or

(2) To correct a potentially hazardous condition, the uncorrected existence of which could result in injury to personnel or damage to equipment. (A potentially hazardous condition compromises safety and embodies risk, but within reasonable limits, permits continued use of the affected item provided the operator has been informed of the hazard and appropriate precautions have been defined and distributed to the user.); or

(3) To meet significant contractual requirements (e.g., when lead time will necessitate slipping approved production or deployment schedules if the change was not incorporated); or

(4) To effect an interface change which, if delayed, would cause a schedule slippage or increase cost; or

(5) To effect a significant net life cycle cost savings to the Government, as defined in the contract, through value engineering or through other cost reduction efforts where expedited processing of the change will be a major factor in realizing lower costs.

(6) To correct unusable output critical to mission accomplishment;

(7) To correct critical CI files that are being degraded; or

(8) To effect a change in operational characteristics to implement a new or changed regulatory requirement with stringent completion date requirements issued by an authority higher than that of the functional proponent.

c. Routine (R). Shall be assigned to a proposed engineering change when emergency or urgent is not applicable.

12. ECP designation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. All lower level items affected.

- a. For hardware, an appropriate, complete descriptive name of the part(s) shall be provided as well as the quantity of the part(s). Additionally, applicable NSNs shall be provided.
- b. For CSCI's, provide the name and identifier of each lower level CI and computer software unit affected.

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

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

28. Production effectivity by serial number.

- a. For hardware, provide the estimated production effectivity point for the production items including serial number, or other item identification (e.g., block or lot number) as approved by the Government. In determining the effectivity point for the proposed change, consider, in addition to the time factors, the availability of all support elements affected and the most economical point of introduction consistent with all the salient factors involved. The earliest production incorporation is not necessarily the singular or most important factor in the establishment of a proposed change effectivity point. The effectivity point shall be based on concurrent availability of all logistics support elements and materials affected by the change to the item.
- b. For CSCI's, identify the CSCI version number, if known, into which the change will be incorporated. Where applicable, the effectivity of the end item CI and vehicle (aircraft, tank, ship, etc.) into which the capability represented by the new version of the software is proposed to be incorporated, shall also be provided. If the impact of the ECP merits the release of a new software version include a recommendation to this effect. Serial numbers may be used in lieu of version numbers if approved by the Government.

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

30. Retrofit.

- a. Recommended item effectivity. When the contractor recommends that the engineering change be accomplished in accepted items by retrofit, the quantities and serial (or lot) numbers of accepted items in which the change is proposed to be incorporated by retrofit shall be provided. Such statement regarding items currently in production shall be based upon the estimated approval date of the ECP.
- b. Ship/vehicle class affected. When the delivered CI is installed in one or more ship/vehicle classes, enter the identification of such classes.
- c. Estimated kit delivery schedule. State estimated kit delivery schedule by quantity and date. When special tooling for retrofit is required for Government use, provide the dates of availability of tools, jigs, and test equipment required in conjunction with the kits to accomplish the change.
- d. Locations or ship/vehicle numbers affected. State the location(s) where retrofit is to be accomplished. If retrofit is to be accomplished in ships (or in vehicles for which the serial numbers are not shown in paragraph 30b), enter the ship hull numbers or vehicle numbers.

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

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

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

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

- a. Other systems affected. Provide only if other systems/configuration items are affected as indicated in paragraph 17.
- b. Other contractors/activities affected. Identify other contractors or Government activities that will be affected by this engineering change.
- c. Configuration items affected. Enter the names and numbers of all CIs, maintenance and operator training equipment, and support equipment affected.

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

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

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

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

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

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

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

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

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

35. Developmental requirements and status.

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

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

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

a. Production

b. Retrofit

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

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

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

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

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

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

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

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

d. Extension/revision of the interim support plan.

e. Spares and repair parts that are changed, modified, obsoleted or added, including detailed supply data for interim support spares. NOTE: Failure to include detailed supply data will delay ECP processing.

f. Revised or new technical manuals.

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

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

brief description of the proposed change(s) in SE and trainers.

i. Qualitative and quantitative personnel requirements data which identify additions or deletions to operator or maintenance manpower in terms of personnel skill levels, knowledge and numbers required to support the CI as modified by the change.

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

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

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

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

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

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

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

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

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

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

f. Additional or modified system test procedures required.

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

h. Changes or updates to the parts control program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)

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

Requirements:

1. Reference documents. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.
2. Format and content. The Request for Deviation shall be prepared in contractor format. The RFD content shall be in accordance with the contractors processes and procedures, or as specified in the contract.
3. Distribution statement. The appropriate distribution statement shall be affixed to the RFD in accordance with the requirements of the contract.
4. Date. Provide the submittal date of the deviation.
5. DODAAC. Provide the DODAAC of the procuring activity, if known.
6. Procuring Activity Number (PAN). Provide the PAN of the procuring activity, if known
7. Originator name and address. Provide the name and address of the contractor submitting the request (inclusion of submitting individual's name is optional
8. Classification. The deviation shall be designated minor, major, or critical in accordance with the following criteria:
  - a. Minor. A deviation shall be designated as minor when:
    - (1) The deviation consists of a departure which does not involve any of the factors listed in 8b or 8c or
    - (2) When the configuration documentation defining the requirements for the item classifies defects in requirements and the deviations consist of a departure from a requirement classified as minor.
  - b. Major. A deviation shall be designated as major when:
    - (1) The deviation consists of a departure involving:
      - (a) health
      - (b) performance
      - (c) interchangeability, reliability, survivability, maintainability, or durability of the item or its repair parts
      - (d) effective use or operation;
      - (e) weight and size; or
      - (f) appearance (when a factor) or
    - (2) When the configuration documentation defining the requirements for the item classifies defects in requirements and the deviations consist of a departure from a requirement classified as major.
  - c. Critical. A deviation shall be designated as critical when:
    - (1) The deviation consists of a departure involving safety or
    - (2) When the configuration documentation defining the requirements for the item classifies defects in requirements and the deviations consist of a departure from a requirement classified as critical.
9. Designation for deviation.
  - a. Model/Type. Provide the model or type designation of the CI for which the request is being submitted. For CSCIS provide the CSCI identification.
  - b. CAGE Code. Provide the CAGE Code for the activity originating the deviation.
  - c. System designation. The system or top level CI designation or nomenclature assigned by the Government shall be entered, if known.
10. Deviation number. Deviation identification numbers shall be unique for each CAGE Code identified activity. Once a number is assigned, that number shall be retained for all subsequent submissions. Unless otherwise authorized by the Government, deviations shall be separately and consecutively numbered commencing with number one. As an alternative, numbers may be assigned from a separate series for each system that the contractor is producing. The number of characters in the deviation number, dash number, and type identification shall not exceed 32.
11. Configuration baseline affected. Indicate the affected baseline (See MIL-HDBK-61).
12. Are other system/configuration items affected? If yes, provide summary.
13. Title of deviation. Provide a brief descriptive title of the deviation.
14. Contract number and line item. Provide the number(s) of all currently active contract(s) and the affected contract line item

number(s) that are affected by the deviation.

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

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

17. Classification of defect (CD).

- a. CD number. If either a Government or contractor's CD applies, enter the number assigned.
- b. Defect number. If a CD applies, enter the defect number(s) which correspond(s) with the characteristic(s) from which an authorized deviation is desired.
- c. Defect classification. If a CD applies state the proper classification of the defect number(s) entered in paragraph 17b.

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

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

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

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

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

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

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

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

- a. Effect on Product Configuration Documentation or Contract.
  - (1) Performance
  - (2) Weight-balance-stability (aircraft)
  - (3) Weight-Moment (other equipment)
  - (4) Technical Data
  - (5) Nomenclature
- b. Effect on Operational Employment
  - (1) Safety
  - (2) Survivability
  - (3) Reliability
  - (4) Maintainability
  - (5) Service Life
  - (6) Operating Procedures
  - (7) Electromagnetic Interference
  - (8) Activation Schedule
  - (9) Critical Single Point Failure Items
  - (10) Interoperability
- c. Other Considerations
  - (1) Interface
  - (2) Other Affected Equipment/Government Furnished Equipment (GFE)/Government Furnished Parts (GFP)
  - (3) Physical Constraints
  - (4) Computer Programs and Resources

- (5) Rework of other equipment
- (6) System Test Procedures
- (7) Warranty/Guarantee
- (8) Parts Control
- (9) Life Cycle Costs

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

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

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

## DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)

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

## Requirements:

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

DATA DELIVERY DESCRIPTION TEST/INSPECTION REPORT  
DI-NDTI-80809B

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

Requirements:

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

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

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

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

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

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

2.1.3 Introduction. The introduction shall include the following information:

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

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

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

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

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

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

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

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

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

The applicable issue of the documents cited therein, including their approval dates and dates of any applicable amendments, notices, and

revisions, shall be as specified in the contract.

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

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

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

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

- a. Location or orientation of the item.
- b. Location, orientation or settings of test equipment and instrumentation.
- c. Location, orientation or settings of sensors and probes.
- d. Location or orientation of interconnections, cables, and hoop-ups.
- e. Electrical power, pneumatic, fluidic, and hydraulic requirements.

Drawings, illustrations, and photographs may be used for clarification.

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

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

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

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

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

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

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

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

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

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

- g. Documentation changes required.
- h. Testing/inspection improvements.

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

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

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

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

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

DATA DELIVERY DESCRIPTION RECORD OF MEETING MINUTES  
DI-ADMN-81505

This Data Delivery Description (DDD) contains the content and preparation instructions for the data product resulting from the work task specified in the contract. The report is a record of the proceedings of any specified meeting. The Meeting Minutes will be used by appropriate government and contractor personnel as a record of the deliberations and actions resulting from meetings related to performance of work under a contract.

Requirements:

1. Format. The report shall be presented in contractors format.
2. Content. The report shall contain a title page which specifies the following:
  - a. Date of report/meeting.
  - b. Title Type of meeting (study contract, audit, design review, etc.).
  - c. Title of Program/Project
  - d. System/equipment identification and number.
  - e. Contract number and/or procurement request number.
  - f. Signature(s) contractor (supporting activity) Project Manager or designated representative.
  - 2.1.1 The report/minutes shall include the following sections:
    - 2.1.1.1. An introduction which shall include:
      - a. Statement relating to the purpose/objective of the meeting.
      - b. The original agenda/revision thereto. (this may be accomplished by reference to attachment/enclosure)
    - 2.1.1.2. Administrative data which shall include:
      - a. Date and location of the meeting.
      - b. Agency under whose direction the meeting was convened.
      - c. Name and title of the chairman or co-chairmen.
      - d. Name and title of persons attending.
    - 2.1.1.3. Information covered during the meeting, including as appropriate, such items as:
      - a. A description and/or listing of the material and documentation, if any, discussed/reviewed during the meeting.
      - b. Specific statements relating to changes, deletions, modifications, etc., discussed/reviewed during the meeting, including:
        - (1) A description of the change/modification required.
        - (2) The reason for the change/modification.
        - (3) The agency responsible for preparing change proposals, if required, necessary to effect the change/modification.
3. Each item discussed/reviewed during the meeting shall be presented in the following order:
  - 3.1.1. Item. A brief statement identifying the item or problem.
  - 3.1.2. Discussion. A summary of pertinent information associated with the item.
  - 3.1.3. Recommendations. A list of both the Project/Program Managers and the contractors recommendations.
  - 3.1.4. Action. A brief statement of agreements reached, action(s) required by the Program/Project Manager or the contractor, identity of the personnel or activity assigned responsibility for taking and/or coordinating required actions, contractual action, if required, and all key dates.
  - 3.1.5. Media Requirements. Unless otherwise stated on the Contract Data Requirements List (DD Form 1423); the report/minutes shall be typewritten on 8x 10 1/2 white paper. Charts, graphs, drawings, lists, sketches may be included, if necessary, to support or clarify the text of the report/minutes. Oversize material shall be one-way foldouts. All material presented shall be sufficiently clear and sharp for further reproduction if required. All pages and supporting material shall be securely bound together.

RDCB-DEM-T

The test facility at the U.S. Army Edgewood Chemical and Biological Command (ECBC) Rock Island is an ISO 17025 certified laboratory that does first article testing (FAT) on chemical biological items. We can provide a competitive quote for performing FAT required by this solicitation which would assist you in meeting the submission date of your bid.

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

A brochure of our testing capabilities is available at: ECBC-RI Test Facility Brochure

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

Diane M. Freeman  
Chief, ECBC Test Facility  
RDECOM-ECBC, RDCB-DEM-T (Building 131)  
Com: 309-782-5138  
Fax: 309-782-0546  
diane.m.freeman@conus.army.mil

or  
Quinn Hartman  
Senior Engineer  
RDECOM-ECBC, RDCB-DEM-T (Building 131)  
Com: 309-782-3642  
Fax: 309-782-0546  
quinn.hartman@conus.army.mil

DIANE M. FREEMAN  
Chief, ECBC-RI Test Facility

DOCUMENT SUMMARY LIST

ITEM	NSN	P/N	PWD/CLIN
Liner, ISO Adptr Type II	4240-01-460-9056	5-19-13789	0011 - 0016
Liner, Center Sect Type II	4240-01-460-9058	5-19-13774	0021 - 0026
Liner, 19.5 ft, A2S Type III	4240-01-537-8114	5-4-9791	0051 - 0056

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) Document Date/  
 Applicable Tailoring Document Title 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 15 Nov 08  
 Quality Management Systems  
 Requirements

2b. ISO/IEC 17025  
 General Requirement for the 15 May 05  
 Competence of Testing and  
 Calibration Laboratories

3a. Item Specification

3b. DI-NDTI-80809B Test/Inspection Report 24 Jan 97  
(DD Form 1423) First Article Test Report (FATR) Cat 1

4a. Item Specification

4b. DI-NDTI-80809B Test/Inspection Report 24 Jan 97  
(DD Form 1423) Production Lot Acceptance Test Report (Govt) Cat 1

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