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|--|--|--|---|---|------------------|------------------------------------|--------------|
| SOLICITATION, OFFER AND AWARD | | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | | Rating DOC9 | Page 1 | of 67 | Pages |
| 2. Contract Number | | 3. Solicitation Number W56HZV-13-R-0068 | | 4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP) | | 5. Date Issued 2013DEC23 | |
| 7. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-ADT-C WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL | | Code W56HZV | 8. Address Offer To (If Other Than Item 7) | | | | |
| 6. Requisition/Purchase Number 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 06:00pm (hour) local time 2014JAN22 (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.

| | | | | | |
|----------------------------|-------------------------------|--|---------------------------|-------------|---|
| 10. For Information | A. Name REMUS FARCA | B. Telephone (No Collect Calls) | | | C. E-mail Address REMUS.I.FARCA@US.ARMY.MIL |
| Call: | | Area Code (586) | Number 282-8288 | Ext. | |

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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.

| | | | | |
|--|---|---|---|--|
| 13. Discount For Prompt Payment (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 (%) |
|--|---|---|---|--|

| | | | | |
|---|----------------------|-------------|----------------------|-------------|
| 14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | Amendment No. | Date | Amendment No. | Date |
| | | | | |

| | | | |
|---|-------------|-----------------|--|
| 15A. Name and Address of Offeror | Code | Facility | 16. Name and Title of Person Authorized to Sign Offer (Type or Print) |
| | | | |

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

AWARD (To be completed by Government)

| | | |
|--|-------------------|---|
| 19. Accepted As To Items Numbered | 20. Amount | 21. Accounting And Appropriation |
| | | |

| | | |
|--|---|-------------------|
| 22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | 23. Submit Invoices To Address Shown In (4 copies unless otherwise specified) | Item 25 |
|--|---|-------------------|

| | | | |
|---|-------------|------------------------------------|-------------|
| 24. Administered By (If other than Item 7) | Code | 25. Payment Will Be Made By | Code |
| | | | |

| | | |
|--|---|-----------------------|
| 26. Name of Contracting Officer (Type or Print) | 27. United States Of America (Signature of Contracting Officer) | 28. Award Date |
| | | |

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

Buyer Name: REMUS FARCA
 Buyer Office Symbol/Telephone Number: CCTA-ADT-C/(586)282-8288
 Type of Contract: Firm Fixed Price
 Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A000 ***

A.1 Administrative Summary

Under the authority of FAR 16.504, the U.S. Army Contracting Command - Warren (DTA) intends to negotiate and award a 5-year, Firm-Fixed Price single-award Indefinite Delivery Indefinite Quantity (IDIQ) Contract for the M256A2 Chemical Agent Detector Kit (CADK). Delivery Orders will be placed as requirements surface.

This solicitation, W56HZV-13-R-0068, is being issued under Full and Open Competition after exclusion of sources (Small Business set-aside) procedures. Per FAR 15.203, this Request For Proposal (RFP) is issued to communicate Government requirements to prospective contractors and to solicit proposals.

A.1.1 Requirements: The U.S. Army Contracting Command - Warren (DTA) is soliciting offers to supply the following item:

Item Name.: M256A2 CADK
 NSN.....: 6665-01-563-7473
 Part Number: 5-77-3497

For CLINs 001X (Where X = Production Years 1 through 5):
 Minimum 5 Year Quantity: 5,124 Kits
 Maximum 5 Year Quantity: 136,875 Kits

ONLY THE MINIMUM QUANTITY IS GUARANTEED

OFFERORS PLEASE NOTE:

The contract will include five Ordering Periods as follows:

Ordering Period (OP) 1: Date of Award - through day 365
 (OP) 2: Day 366 - through day 730
 (OP) 3: Day 731 - through day 1,096
 (OP) 4: Day 1,097 - through day 1,461
 (OP) 5: Day 1,462 - through day 1,826

The Government's best estimated annual ordering quantities for each CLINs are set forth below:

| <u>CLIN</u> | <u>NSN</u> | <u>NOMENCLATURE</u> | <u>ESTIMATED ANNUAL QTY</u> |
|-------------|------------------|---------------------|--|
| 001X | 6665-01-563-7473 | M256A2 CADK | 24,000 KT (YR 1 and YR 2) 20,500 KT (YR 3, YR 4 and YR 5) |

A.1.2 RANGE PRICING: The ordering ranges, as shown in Sections B, J and M, are provided solely for the purpose of establishing reasonable ranges of quantities against which to provide prices, and to establish ordering limitations in the event that orders beyond the guaranteed minimum are executed.

Provide range and ordering period pricing for CLINs 0011, 0012, 0013, 0014 and 0015 using Attachment 0004 - Pricing Spreadsheet and input each unit price in range pricing provided in Section B.

Provide pricing for CLIN 0016 - First Article Test using Attachment 0004 - Pricing Worksheet and input the unit price in the space provided in Section B.

If multiple orders are placed within a 30 day time period, the quantities will be considered cumulative, and unit prices for the second order will be adjusted to apply the appropriate range prices for that quantity only.

Name of Offeror or Contractor:**A.1.3 UNIQUE ASPECTS OF THIS SOLICITATION:**

1. The Government shall award no more than one IDIQ contract under this RFP. Under an IDIQ contract agreement, the U.S. Army Contracting Command-Warren (DTA) guarantees to buy only the minimum quantity. As such, upon award of the base contract, the contractor shall receive an initial delivery order quantity of 5,124 Kits of M256A2 CADK. Additional quantities above the minimum order may be placed up to the estimated maximum quantity for the 5-year IDIQ contract, if the Government requires them. Specified minimum and maximum quantities will apply to the entire 5-year contract and the cumulative total for all delivery orders will not exceed the maximum quantities for each CLIN in this contract.

2. This solicitation will be issued as a 100% Small Business Set-Aside, and will result in a single Firm Fixed Price IDIQ Contract.

3. Items solicited under this solicitation are competitively procured using existing Government Technical Data Package (TDP). See the Technical Data Package (TDP) and the Special Packaging Instructions (SPI) at the link in A.1.2.9 (below) for specific instructions.

4. FIRST ARTICLE TEST Requirements: Per FAR 52.209-3, Contractor is required a First Article Test (FAT). The FAT will be separately priced for each CLIN. See the Technical Data Package and Clause 52.209-3, First Article Approval -- Contractor Testing for specific information.

(A) For the First Article Test Report, Inspection will be at Origin and Acceptance will be at Destination.

(B) A Certificate of Conformance shall be required on all materials.

5. LIVE AGENT TESTING REQUIREMENTS BY CERTIFIED LABORATORY:

(A) Live Agent Testing is required for First Article. Specific Live Agent Testing is specified in the technical data package. Live Agent Testing will be conducted only by a laboratory that has met the performance certification requirements specified within this document. Please see clause 52.246-4516, "Lab Performance Certification Requirements", in Section E of this document.

(B) The offeror has the option of having a commercial testing laboratory perform the Live Agent Testing (but subject to lab performance certification requirements), or contracting separately with the Edgewood Chemical Biological Center (ECBC) test laboratories. See section E, "Inclusion of Testing Costs" clause 52.246-4515 for additional information.

6. TESTING COSTS: Offerors are responsible for the inclusion of all testing costs. Please see clause 52.246-4515, "Inclusion of Testing Costs", in section E of this document.

7. GOVERNMENT FURNISHED MATERIAL (GFM): The following items will be supplied as GFM:

(A)

| <u>GFM Item</u> | <u>Reference</u> | <u>Notes</u> |
|------------------|-----------------------|--|
| M8 Paper | NSN: 6665-00-050-8529 | One booklet per Kit |
| M9 Paper | NSN: 6665-01-226-5589 | Provided in roll form, one roll per 24 Kit |
| ITLC-SA Paper | P/N: 5-77-2013 | One sheet per 6 Kits |
| Technical Manual | TM-3-6665-426-10 | One TM per Kit |

NOTE: The Government will provide up to 73,000 kits worth of GFM ITLC-SA Paper. If the Government requires orders above the minimum quantity and above 73,000 kits, the contractor shall be responsible for purchasing and supplying the additional ITLC-SA Paper at their cost.

(B) The Government shall supply the following GFM for use in producing and testing First Article LVH packets:

i. Two rolls of M9 Paper (MIL-DTL-51518) for use in fabricating M9 Paper strips (Drawing 5-77-3292).

ii. One pair of medium size Butyl rubber MOPP IV gloves for releasable liner disk test (4.4.2.5.2.6) of MIL-DTL-51490 w/Amd 2.

8. 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/fedteds/W56HZV13R0068>.

Name of Offeror or Contractor:**A.1.4 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. Please carefully read and complete each such clause and provision.

A.1.5 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 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:

_____.

A.1.6 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 next to Block 1 on the first line of the Standard Form 33 (SF 33).

A.1.7 SET ASIDE INFORMATION:

This solicitation, W56HZV-13-R-0068, is being set aside for Small Businesses. Only offers submitted by Small Businesses who meet the criteria found at clause 52.204-8, Annual Representation and Certifications, in Section K will be considered. All others will be rejected.

A.1.8 NOTICE REGARDING MARKINGS:

Please note that the requirements for bar-code and Military Shipping Labeling (MSL) apply to shipments made under the contract that will result from this solicitation. Please refer to clause 52.211-4501 in Section D of this solicitation entitled, PACKAGING REQUIREMENTS, as well as to clause 252.211-7003 in Section F of this solicitation entitled, ITEM IDENTIFICATION AND VALUATION. You must consider the cost of such requirements when preparing your offer in response to this solicitation.

A.1.9 ACKNOWLEDGEMENT OF AMENDMENTS:

Please acknowledge any amendments to this solicitation in the space provided in Block 14 of the SF 33. 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.

A.1.10 REQUIRED COPIES IN RESPONSE TO THIS SOLICITATION:

To be considered for award, you must return one signed original of your offer, completed properly and executed, by the time and date shown in block 9 of the SF 33.

A.1.11 QUESTION/PROBLEM RESOLUTION:

Routine questions regarding this solicitation should be directed to the buyer identified in Block 10 of the SF 33. If you have more serious concerns, please seek resolution with the contracting officer. Additional source of information can be found in the following provisions in Section L: NOTICE OF TACOM OMBUDSPERSON, and HQ AMC-LEVEL PROTEST PROGRAM.

A.1.12 INCONSISTENCIES BETWEEN THE ADMINISTRATIVE SUMMARY AND THE SOLICITATION:

The 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 SF 33.

| | | |
|---------------------------|--|---------------------|
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| | PIIN/SIIN W56HZV-13-R-0068 | MOD/AMD |

Name of Offeror or Contractor:

*** END OF NARRATIVE A0001 ***

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

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

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

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

(d) Requirements for the online ASFI bid submission:

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

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

https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=w56hzv13r0068

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

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

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

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

(e) Note to offerors:

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

Name of Offeror or Contractor:

23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

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

End of Provision

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

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

[End of Provision]

A-3 52.214-4000 ACKNOWLEDGMENT OF AMENDMENTS OCT/1993
Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date in the box below:

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| : | : | : |

[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 Provision]

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

| | | |
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these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

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

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

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

[End of clause]

A-6 52.242-4021 NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS NOV/2009
(TACOM)

Agencies other than TACOM, such as Defense Logistics Agency (DLA), may also place delivery orders under this contract (or, as applicable, the contract that results from this solicitation). In that event, such agencies will administer those orders.

(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>IN THE FOUR DIGIT NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FORTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING PERIOD, i.e., CLIN 0011 IS ITEM ONE FOR THE FIRST ORDERING PERIOD, CLIN 0012 IS ITEM ONE FOR THE SECOND ORDERING PERIOD, CLIN 0013 IS ITEM ONE FOR THE THIRD ORDERING PERIOD, CLIN 0014 IS ITEM ONE FOR THE FOURTH ORDERING PERIOD, CLIN 0015 IS ITEM ONE FOR THE FIFTH ORDERING PERIOD.</p> <p>*****</p> <p>THE FOLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p>FIRST ORDERING PERIOD OF THE CONTRACT IS THE DATE OF AWARD PLUS 365 DAYS.</p> <p>SECOND ORDERING PERIOD OF THE CONTRACT IS 366 DAYS THROUGH 730 DAYS AFTER CONTRACT AWARD.</p> <p>THIRD ORDERING PERIOD OF THE CONTRACT IS 731 DAYS THROUGH 1,096 DAYS AFTER CONTRACT AWARD.</p> <p>FOURTH ORDERING PERIOD OF THE CONTRACT IS 1,462 DAYS THROUGH 1,826 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING PERIOD IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING PERIOD.</p> <p>THE INFORMATION PRESENTED BELOW APPLIES TO EACH CLIN AS FOLLOWS:</p> <p>0011, 0012, 0013, 0014, 0015 --</p> <p>MINIMUM 5 YEAR QUANTITY: 5,124 KITS (SEE SECTION A.1.2)</p> <p>ONLY THE MINIMUM QUANTITY OF EACH CLIN ITEM IS GUARANTEED.</p> <p>MAXIMUM 5 YEAR QUANTITY: 136,875 KITS</p> <p>-----</p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | |
|---------|--|------------|------|------------|--------|------|----|------|-------|----|-----------|-------|-------------------|-----------|----|-------------------|----------|
| 0011 | <p>(End of narrative A001)</p> <p><u>FIRST ORDERING PERIOD</u></p> <p>NSN: 6665-01-563-7473 COMMODITY NAME: M256A2 CADK FSCM: 81361 PART NR: 5-77-3497</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>5124</td> <td>7999</td> <td>\$</td> </tr> <tr> <td>8000</td> <td>14999</td> <td>\$</td> </tr> <tr> <td>15000</td> <td>24000</td> <td>\$</td> </tr> </tbody> </table> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 5-77-3497 DATE: 16-MAY-2012</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> | FROM | TO | UNIT PRICE | 5124 | 7999 | \$ | 8000 | 14999 | \$ | 15000 | 24000 | \$ | EST 24000 | KT | See Range Pricing | \$ _____ |
| FROM | TO | UNIT PRICE | | | | | | | | | | | | | | | |
| 5124 | 7999 | \$ | | | | | | | | | | | | | | | |
| 8000 | 14999 | \$ | | | | | | | | | | | | | | | |
| 15000 | 24000 | \$ | | | | | | | | | | | | | | | |
| 0012 | <p><u>SECOND ORDERING PERIOD</u></p> <p>NSN: 6665-01-563-7473 COMMODITY NAME: M256A2 CADK FSCM: 81361 PART NR: 5-77-3497</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>5124</td> <td>7999</td> <td>\$</td> </tr> <tr> <td>8000</td> <td>14999</td> <td>\$</td> </tr> </tbody> </table> | FROM | TO | UNIT PRICE | 5124 | 7999 | \$ | 8000 | 14999 | \$ | EST 24000 | KT | See Range Pricing | \$ _____ | | | |
| FROM | TO | UNIT PRICE | | | | | | | | | | | | | | | |
| 5124 | 7999 | \$ | | | | | | | | | | | | | | | |
| 8000 | 14999 | \$ | | | | | | | | | | | | | | | |

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-R-0068 MOD/AMD

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | |
|---------|--|------------|------|------------|--------|------|----|------|-------|----|-------|-------|----|-----------|----|-------------------|----------|
| | 15000 24000 \$ <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 5-77-3497 DATE: 16-MAY-2012 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. | | | | | | | | | | | | | | | | |
| 0013 | <u>THIRD ORDERING PERIOD</u> NSN: 6665-01-563-7473 COMMODITY NAME: M256A2 CADK FSCM: 81361 PART NR: 5-77-3497 <u>Range Quantities</u> <table border="0"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>5124</td> <td>7999</td> <td>\$</td> </tr> <tr> <td>8000</td> <td>14999</td> <td>\$</td> </tr> <tr> <td>15000</td> <td>24000</td> <td>\$</td> </tr> </tbody> </table> <u>Description/Specs./Work Statement</u> TOP DRAWING NR: 5-77-3497 DATE: 16-MAY-2012 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination | FROM | TO | UNIT PRICE | 5124 | 7999 | \$ | 8000 | 14999 | \$ | 15000 | 24000 | \$ | EST 20500 | KT | See Range Pricing | \$ _____ |
| FROM | TO | UNIT PRICE | | | | | | | | | | | | | | | |
| 5124 | 7999 | \$ | | | | | | | | | | | | | | | |
| 8000 | 14999 | \$ | | | | | | | | | | | | | | | |
| 15000 | 24000 | \$ | | | | | | | | | | | | | | | |

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-R-0068 MOD/AMD

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | |
|---------|--|------------|------|-------------------|----------|------|----|------|-------|----|-------|-------|----|-----------|----|-------------------|----------|
| 0014 | <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>FOURTH ORDERING PERIOD</u></p> <p>NSN: 6665-01-563-7473 COMMODITY NAME: M256A2 CADK FSCM: 81361 PART NR: 5-77-3497</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>5124</td> <td>7999</td> <td>\$</td> </tr> <tr> <td>8000</td> <td>14999</td> <td>\$</td> </tr> <tr> <td>15000</td> <td>24000</td> <td>\$</td> </tr> </tbody> </table> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 5-77-3497 DATE: 16-MAY-2012</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> | FROM | TO | UNIT PRICE | 5124 | 7999 | \$ | 8000 | 14999 | \$ | 15000 | 24000 | \$ | EST 20500 | KT | See Range Pricing | \$ _____ |
| FROM | TO | UNIT PRICE | | | | | | | | | | | | | | | |
| 5124 | 7999 | \$ | | | | | | | | | | | | | | | |
| 8000 | 14999 | \$ | | | | | | | | | | | | | | | |
| 15000 | 24000 | \$ | | | | | | | | | | | | | | | |
| 0015 | <p><u>FIFTH ORDERING PERIOD</u></p> <p>NSN: 6665-01-563-7473 COMMODITY NAME: M256A2 CADK FSCM: 81361 PART NR: 5-77-3497</p> | EST 20500 | KT | See Range Pricing | \$ _____ | | | | | | | | | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | |
|-------------|---|-------------------|-----------|-------------------|--------|------|----|------|-------|----|-------|-------|----|---|----|----------|----------|
| 0016 | <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: left;"><u>FROM</u></td> <td style="text-align: left;"><u>TO</u></td> <td style="text-align: left;"><u>UNIT PRICE</u></td> </tr> <tr> <td>5124</td> <td>7999</td> <td>\$</td> </tr> <tr> <td>8000</td> <td>14999</td> <td>\$</td> </tr> <tr> <td>15000</td> <td>24000</td> <td>\$</td> </tr> </table> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 5-77-3497 DATE: 16-MAY-2012</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>FIRST ARTICLE TEST- SEPARATELY PRICED</u></p> <p>NSN: 6665-01-563-7473 COMMODITY NAME: FIRST ARTICLE TEST REPORT</p> <p>DELIVERY OF REPORT: 210 DAYS AFTER AWARD.</p> <p>FIRST ARTICLE TEST REPORT (FATR) IN ACCORDANCE WITH CDRL A004 AND ATTACHMENT 0003.</p> <p style="text-align: center;">(End of narrative B001)</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> | <u>FROM</u> | <u>TO</u> | <u>UNIT PRICE</u> | 5124 | 7999 | \$ | 8000 | 14999 | \$ | 15000 | 24000 | \$ | 1 | EA | \$ _____ | \$ _____ |
| <u>FROM</u> | <u>TO</u> | <u>UNIT PRICE</u> | | | | | | | | | | | | | | | |
| 5124 | 7999 | \$ | | | | | | | | | | | | | | | |
| 8000 | 14999 | \$ | | | | | | | | | | | | | | | |
| 15000 | 24000 | \$ | | | | | | | | | | | | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------|--|-------------|------------------|-----------------|--------------|--|--|---------------|-----------------|-------------|---------------|-----------------|--------------|-----|--|--|--|--|---|-------------------|-----------------|--|-----------------|--|--|-----|---|--|------------------|--|--|---|----|----------|----------|
| | <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> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0017 | <p><u>DATA ITEMS</u></p> <p>The below ELINs are associated with the Data Item Numbers on the Contract Data Requirements List (CDRL) (DD Form 1423), in Section J.</p> <p style="text-align: center;">(End of narrative A001)</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A001 | <p><u>ENGINEERING CHANGE PROPOSAL (ECP)- NOT SEPERATELY PRICED</u></p> <p>COMMODITY NAME: ENGINEERING CHANGE PROPOSAL</p> <p>This ELIN is in accordance with CDRL, DD FORM 1423, Data Item Number A001.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" style="width: 100%;"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td></td> <td>SEE DD FORM 1423</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p> | DOC | SUPPL | | | | | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | | | | | 3 | <u>DEL REL CD</u> | <u>QUANTITY</u> | | <u>DEL DATE</u> | | | 001 | 1 | | SEE DD FORM 1423 | | | 1 | EA | \$ _____ | \$ _____ |
| DOC | SUPPL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | | | | | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | | <u>DEL DATE</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | 1 | | SEE DD FORM 1423 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------|--|------------------|---------------|-----------------|--------------|--|--|---------------|-----------------|-------------|---------------|-----------------|--------------|-----|----|----------|----------|--|---|-------------------|-----------------|-----------------|--|--|--|-----|---|------------------|--|--|--|---|----|----------|----------|
| A002 | <p><u>REQUEST FOR DEVIATION (RFD)- NOT SEPERATELY PRICED</u></p> <p>COMMODITY NAME: REQUEST FOR DEVIATION</p> <p>This ELIN is in accordance with CDRL, DD FORM 1423, Data Item Number A002.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td colspan="2">SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p> | DOC | SUPPL | | | | | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | | | | | 3 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | 001 | 1 | SEE DD FORM 1423 | | | | 1 | EA | \$ _____ | \$ _____ |
| DOC | SUPPL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | | | | | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | 1 | SEE DD FORM 1423 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A003 | <p><u>NOTICE OF REVISION (NOR)- NOT SEPERATELY PRICED</u></p> <p>COMMODITY NAME: NOTICE OF REVISION</p> <p>This ELIN is in accordance with CDRL, DD FORM 1423, Data Item Number A003.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td colspan="2">SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> </table> | DOC | SUPPL | | | | | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 1 | EA | \$ _____ | \$ _____ | | | | | | | | | | | | | | | | | | |
| DOC | SUPPL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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

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MOD/AMD

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Section C of the Technical Data Package can be obtained at the following link: <https://www.fbo.gov/fedteds/W56HZV13R0068>

*** END OF NARRATIVE C0001 ***

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|-----------------------|-------------|
| C-1 | 52.204-4003 (TACOM) | START OF WORK MEETING | SEP/2013 |

The contractor shall hold a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The Start of Work Meeting is to assure a clear and mutual understanding of the contract terms, conditions, line items, technical requirements and sequence of events needed for successful execution of the subject contract effort. The contractor shall participate with Government to arrange a schedule and agenda for the meeting.

The contractor shall at a minimum invite the Government contracting personnel (PCO/Contract Specialist). At the discretion of the PCO, other Government technical personnel (Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, Quality Assurance personnel, DCMA, etc.) may also be invited to the meeting. All Government invitees 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. The contractor shall provide the Government with minutes of the Start of Work Meeting within 7 days after the meeting is held.

[End of Clause]

| | | | |
|-----|---------------------------|-------------------------|----------|
| C-2 | 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.

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

<https://www.fbo.gov/fedteds/W56HZV13R0068>

(CS6100)

(End of Clause)

| | | | |
|-----|-------------|------------------------------------|----------|
| C-3 | 52.211-4072 | TECHNICAL DATA PACKAGE INFORMATION | JUL/2012 |
|-----|-------------|------------------------------------|----------|

The following Xd item applies to this solicitation:

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

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

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

CLIN: N/A

TDP Link (URL): N/A

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

<https://www.fbo.gov/fedteds/W56HZV13R0068>

To access the data through FBO:

- Log on to the FBO web site.
- Enter your Marketing Partner Identification Number (MPIN).
- Search for the solicitation number.
- If solicitation is Export Controlled, select Verify MPIN.

(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 ://www.dlis.dla.mil/jcp/

Name of Offeror or Contractor:

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

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

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

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

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

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

C-4

52.248-4502
TACOM
(RI)/ECBC

CONFIGURATION MANAGEMENT DOCUMENTATION

MAY/2013

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

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

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

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

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

(End of clause)

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MOD/AMD

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

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

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

NSN: 6665-01-563-7473

NOUN: M256A2 Chemical Agent Detector Kit

PRESERVATION: MILITARY

LEVEL OF PACKING: B

QUANTITY PER UNIT PACKAGE: 001

SPI NUMBER P5-77-3497, Rev. B, Dated 28 Feb 11

THE REQUIRED SPECIAL PACKAGING INSTRUCTIONS (SPI) ARE AVAILABLE ON THE WEB AT THE FOLLOWING URL:
<https://www.fbo.gov/fedteds/W56HZV13R0068>

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

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

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

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

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

F. Hazardous Materials (as applicable):

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

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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. 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:

G.1. 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.

G.2. A MATERIAL SAFETY DATA SHEET (MSDS) SHALL BE PREPARED AND FURNISHED TO THE GOVERNMENT. A COPY OF THE MSDM SHALL ALSO BE INCLUDED IN EVERY SHIPMENT OF THE M256A2 CADK.

G.3. Shelf Life Markings shall be applied to the packaging as specified in contract Section D and shall be in accordance with MIL-STD-129. The shelf life markings shall include manufacture date (mo/yr) and expiration date (mo/yr.) The expiration date shall be 72 months in future from the manufacture date.

(DS6419)

(End of Clause)

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SECTION E - INSPECTION AND ACCEPTANCE

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

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

| <u>Title</u> | <u>Number</u> | <u>Date</u> | <u>Tailoring</u> |
|--------------|---------------|-------------|------------------|
| ISO | 9001:2008 | 15 NOV 2008 | Untailored |

(End of Clause)

| | | | |
|-----|---------------------------|---|----------|
| E-5 | 52.209-4512 TACOM (RI) | FIRST ARTICLE TEST (CONTRACTOR TESTING) | MAR/2008 |
|-----|---------------------------|---|----------|

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

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

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

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

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

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

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

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

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

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

CCTA-ADT-C, Attn: Major Miranda Smith email: miranda.e.smith5.mil@mail.mil

RDCB-DES-Q, Attn: Leslie Wells email: leslie.l.wells1.civ@mail.mil

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

Name of Offeror or Contractor:

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-6 52.209-4514 FIRST ARTICLE TESTING (CONTRACTOR) UTILIZATION OF ECBC LAB (TSA) FEB/2009
(ECBC-RI)

- 1. CLIN 0016, FIRST ARTICLE TEST(FAT) REPORT has a requirement for First Article Testing.
- 2. The elements of First Article Testing (FAT)that can be performed by the Edgewood Chemical Biological Center (ECBC), Rock Island at the prices stated will be included as Attachment 0002 - UTILIZATION OF THE ECBC LAB FOR FIRST ARTICLE TESTING to the solicitation.

Prices are valid for 180 days after contract award.
These prices shall be included in the total FAT price proposed.

- 3. These elements may not be all inclusive of the FAT Requirements as stated in the solicitation. It is the successful offerors responsibility to ensure that all FAT Requirements are met.

- 4. It is not a requirement of this solicitation to utilize the ECBC Rock Island Lab, but an option available to all interested offerors.

- 5. If it is determined that ECBC Test Laboratories, Rock Island, will be utilized for conducting any of the above testing, it is the successful contractors responsibility to contact the Chief, ECBC-RI Test Laboratory to establish a Test Service Agreement (TSA) for necessary ECBC testing support. See contact information below.

Point of Contact for the ECBC Rock Island Lab is below:

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

- 6. The TSA will not be part of the resultant contract, but an independent agreement between the contractor and ECBC Rock Island. Payment to ECBC will be the responsibility of the successful offeror.

- 7. It is in the contractors best interest to contact the ECBC Test Lab as soon after contract award as possible to start the TSA process. Delay in contract performance due to failure to contact the lab and make arrangements in a timely manner is not an excusable delay.

A copy of the TSA form is provided as an attachment to help expedite the TSA process.

- 8. Contractor shall annotate below whether the ECBC Lab will be utilized for this requirement.

___ The ECBC Lab will be utilized for this requirement.

___ The ECBC Lab will not be utilized for this requirement.

(End of Clause]

E-7 52.211-4029 INTERCHANGEABILITY OF COMPONENTS MAY/1994
(TACOM)

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

| | | |
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Email: mailto:APGR-ECBCTREB@conus.army.mil

And/or:

For chemical agent testing:

Chief

Protective Equipment Test Branch

Edgewood Chemical Biological Center

Email: mailto:APGR-ECBCProtectiveEquipmentTestBranch@conus.army.mil

5. If it is determined that Edgewood Chemical Biological Center (ECBC) Test Laboratories, Aberdeen Proving Grounds (APG), MD, will be utilized for conducting any of the above testing, it is the successful contractors responsibility to contact:

Email: mailto:svc.ecbc.techor.apgr@conus.army.mil

Technical Industrial Liaison Officer

Edgewood Chemical Biological Center

5183 Blackhawk Road

Building E3330

Aberdeen Proving Ground, MD 21010-5424

to establish a TSA for necessary ECBC testing support. It is in the contractors best interest to contact the Technical Industrial Liaison Officer as soon after contract award as possible to start the TSA process. Delay in contract performance due to failure to do so in a timely manner is not an excusable delay.

(ES7020)

(End of clause)

E-10 52.246-4516 LAB PERFORMANCE CERTIFICATION REQUIREMENTS
(ECBC-RI)

NOV/2006

For contracts requiring Agent/Simulant testing, the Contractor is not to commence any testing until the Performance Certification requirements have been met. A Performance Certification shall be required for each national stock number (NSN) or non-NSN that requires Agent/Simulant testing on the contract. Performance Certification on the lab facility will be valid for up to 365 days from the date of approval. At the expiration of the Performance Certification, or if another NSN is awarded, a new Performance Certification is 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.

| | | |
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(ES7021) (End of Provision)

E-11 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)

E-12 52.246-4532 DESTRUCTIVE TESTING MAY/1994
TACOM RI

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 | 52.247-55 | F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY | JUN/2003 |
| F-7 | 252.211-7003 | ITEM IDENTIFICATION AND VALUATION (JUN 2011) -- ALTERNATE I (DEC 2011) | DEC/2011 |
| F-8 | 252.211-7007 | REPORTING OF GOVERNMENT-FURNISHED PROPERTY | AUG/2012 |
| F-9 | 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 330 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 3,000 units every thirty days.

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

(d) Accelerated delivery schedule IS acceptable.

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

(1) 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]

| | | | |
|------|------------------------|---------------------------------------|----------|
| F-10 | 52.247-4457 (TACOM) | LONG TERM CONTRACTS - FOB DESTINATION | OCT/1999 |
|------|------------------------|---------------------------------------|----------|

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the

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following destinations; in the following estimated percentages, if listed: 100% to BLUE GRASS ARMY DEPOT, XU GEN SUP STORAGE PT CRP WHSE 211, 431 BATTLEFIELD MEMORIAL HIGHWAY, RICHMOND, KY, 40475-5070

(End of Clause)

F-11 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.

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

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Name of Offeror or Contractor:

Sharpe Army Depot

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

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|-----------------------------|--|-------------|
| G-1 | 252.204-0005 (DFARS PGI) | PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) - Line Item Specific: by Cancellation Date | SEP/2009 |

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]

| | | | |
|-----|-------------|---|----------|
| G-2 | 52.232-4087 | PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN) | AUG/2012 |
|-----|-------------|---|----------|

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

The document type the contractor shall use is as follows:

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

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

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Government Furnished Material (GFM)

H.1.1 The Government shall provide the contractor the following Government Furnished Materials:

| <u>GFM Item</u> | <u>Reference</u> | <u>Notes</u> |
|------------------|-----------------------|----------------------|
| M8 Paper | NSN: 6665-00-050-8529 | One booklet per Kit |
| M9 Paper | NSN: 6665-01-226-5589 | One roll per 24 Kits |
| ITLC-SA Paper | P/N: 5-77-2013 | One sheet per 6 Kits |
| Technical Manual | TM-3-6665-426-10 | One TM per Kit |

H.1.2 The Government shall provide the contractor up to 73,000 kits worth of GFM ITLC-SA Paper. If the Government requires orders above the minimum quantity and above 73,000 kits, the contractor shall be responsible for purchasing and supplying the additional ITLC-SA Paper at their cost.

H.1.3 The Government shall supply the following GFM for use in producing and testing First Article LVH packets:

- i. Two rolls of M9 Paper (MIL-DTL-51518) for use in fabricating M9 Paper strips (Drawing 5-77-3292).
- ii. One pair of medium size Butyl rubber MOPP IV gloves for releasable liner disk test (4.4.2.5.2.6) of MIL-DTL-51490 w/Amd 2.

H.1.4 The contractor shall follow the Government Furnished Material Accountability Instructions provided in the Attachment 0003 - CONTRACTOR ACCOUNTABILITY INSTRUCTIONS - GOVERNMENT FURNISHED MATERIAL.

*** END OF NARRATIVE H0001 ***

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--|-------------|
| H-1 52.204-4005 | REQUIRED USE OF ELECTRONIC CONTRACTING | AUG/2012 |

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

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

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

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

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

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

(2) You must select a VAN from the official DoD approved list. DoD Certified VANS are listed at

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

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

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

| | | | |
|-----|-------------------------|--|----------|
| H-2 | 52.245-4500 ARDEC-RI | DEMILITARIZATION AND TRADE SECURITY CONTROL REQUIREMENTS AND PROCEDURES | OCT/2011 |
|-----|-------------------------|--|----------|

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 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 Government's 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.

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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 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.

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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:

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

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

B. The Contractors demilitarization requirement:

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

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

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

Option 1:

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

Option 2:

1. Abandon or sell the excess GFE and transfer the title to the Contractor.
2. Prior to the Government transferring the title of demilitarized or un-demilitarized excess GFE and regardless of its serviceability, all TSC laws must be satisfied. Therefore, the Contractor must be in possession of an approved end use certificate (EUC), DLA Form 1822, before the Government transfers title to the property.
3. The EUC is the U.S. Government's instrument to ensure the Contractor is aware of and agrees to assume the responsibility for

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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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(End of clause)

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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 | 52.204-13 | CENTRAL CONTRACTOR REGISTRATION MAINTENANCE | DEC/2012 |
| I-13 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | DEC/2010 |
| I-14 | 52.209-9 | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS | FEB/2012 |
| I-15 | 52.210-1 | MARKET RESEARCH | APR/2011 |
| I-16 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| I-17 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | APR/2008 |
| I-18 | 52.215-2 | AUDIT AND RECORDS--NEGOTIATIONS | OCT/2010 |
| I-19 | 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT/1997 |
| I-20 | 52.215-10 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA | AUG/2011 |
| I-21 | 52.215-12 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA | OCT/2010 |
| I-22 | 52.215-15 | PENSION ADJUSTMENTS AND ASSET REVERSIONS | OCT/2010 |
| I-23 | 52.215-18 | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS | JUL/2005 |
| I-24 | 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | NOV/2011 |
| I-25 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | JAN/2011 |
| I-26 | 52.219-14 | LIMITATIONS ON SUBCONTRACTING | NOV/2011 |
| I-27 | 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB/1997 |
| I-28 | 52.222-19 | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES | MAR/2012 |
| I-29 | 52.222-20 | WALSH-HEALEY PUBLIC CONTRACTS ACT | OCT/2010 |
| I-30 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| I-31 | 52.222-26 | EQUAL OPPORTUNITY | MAR/2007 |
| I-32 | 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS | SEP/2010 |
| I-33 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | OCT/2010 |
| I-34 | 52.222-37 | EMPLOYMENT REPORTS ON VETERANS | SEP/2010 |
| I-35 | 52.222-40 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT | DEC/2010 |
| I-36 | 52.222-50 | COMBATING TRAFFICKING IN PERSONS | FEB/2009 |
| I-37 | 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION | JUL/2012 |
| I-38 | 52.223-6 | DRUG-FREE WORKPLACE | MAY/2001 |
| I-39 | 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | AUG/2011 |
| I-40 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN/2008 |
| I-41 | 52.227-1 | AUTHORIZATION AND CONSENT | DEC/2007 |
| I-42 | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | DEC/2007 |
| I-43 | 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | FEB/2013 |
| I-44 | 52.232-1 | PAYMENTS | APR/1984 |
| I-45 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
| I-46 | 52.232-11 | EXTRAS | APR/1984 |
| I-47 | 52.232-17 | INTEREST | OCT/2010 |
| I-48 | 52.232-23 | ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984) | APR/1984 |
| I-49 | 52.232-25 | PROMPT PAYMENT | OCT/2008 |
| I-50 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
| I-51 | 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS | JUN/2013 |
| I-52 | 52.233-1 | DISPUTES | JUL/2002 |
| I-53 | 52.233-3 | PROTEST AFTER AWARD | AUG/1996 |
| I-54 | 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT/2004 |
| I-55 | 52.242-3 | PENALTIES FOR UNALLOWABLE COSTS | MAY/2001 |
| I-56 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-57 | 52.243-1 | CHANGES--FIXED PRICE | AUG/1987 |

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|-------|------------------------|---|-------------|
| I-58 | 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC/1996 |
| I-59 | 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | JUL/2013 |
| I-60 | 52.245-1 | GOVERNMENT PROPERTY | APR/2012 |
| I-61 | 52.245-9 | USE AND CHARGES | APR/2012 |
| I-62 | 52.246-23 | LIMITATION OF LIABILITY | FEB/1997 |
| I-63 | 52.247-63 | PREFERENCE FOR U.S.-FLAG AIR CARRIERS | JUN/2003 |
| I-64 | 52.247-68 | REPORT OF SHIPMENT (REPSHIP) | FEB/2006 |
| I-65 | 52.248-1 | VALUE ENGINEERING | OCT/2010 |
| I-66 | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | APR/2012 |
| I-67 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |
| I-68 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-69 | 252.203-7000 | REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS | SEP/2011 |
| I-70 | 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES | DEC/2008 |
| I-71 | 252.203-7002 | REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | JAN/2009 |
| I-72 | 252.203-7003 | AGENCY OFFICE OF THE INSPECTOR GENERAL | DEC/2012 |
| I-73 | 252.204-7000 | DISCLOSURE OF INFORMATION | DEC/1991 |
| I-74 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| I-75 | 252.204-7004 | ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION | FEB/2013 |
| I-76 | 252.204-7006 | BILLING INSTRUCTIONS | OCT/2005 |
| I-77 | 252.205-7000 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS | DEC/1991 |
| I-78 | 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY | DEC/2006 |
| I-79 | 252.215-7000 | PRICING ADJUSTMENTS | DEC/2012 |
| I-80 | 252.225-7001 | BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM | DEC/2012 |
| I-81 | 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | DEC/2012 |
| I-82 | 252.225-7006 | QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES | OCT/2010 |
| I-83 | 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | FEB/2013 |
| I-84 | 252.225-7013 | DUTY-FREE ENTRY | JUN/2012 |
| I-85 | 252.225-7015 | RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS | JUN/2005 |
| I-86 | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS | JUN/2011 |
| I-87 | 252.225-7033 | WAIVER OF UNITED KINGDOM LEVIES | APR/2003 |
| I-88 | 252.225-7048 | EXPORT-CONTROLLED ITEMS | JUN/2013 |
| I-89 | 252.226-7001 | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS | SEP/2004 |
| I-90 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| I-91 | 252.232-7003 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS | JUN/2012 |
| I-92 | 252.232-7010 | LEVIES ON CONTRACT PAYMENTS | DEC/2006 |
| I-93 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| I-94 | 252.243-7002 | REQUESTS FOR EQUITABLE ADJUSTMENT | DEC/2012 |
| I-95 | 252.244-7000 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) | MAR/2013 |
| I-96 | 252.245-7001 | TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY | APR/2012 |
| I-97 | 252.245-7002 | REPORTING LOSS OF GOVERNMENT PROPERTY | APR/2012 |
| I-98 | 252.245-7003 | CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION | APR/2012 |
| I-99 | 252.245-7004 | REPORTING, REUTILIZATION, AND DISPOSAL | APR/2012 |
| I-100 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2008 |
| I-101 | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA | MAY/2002 |
| I-102 | 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 the M256A2 CADK, PN: 5-77-3497, sample shall consist of 100 detector kits, (DWG: 5-77-3497). The samples shall be tested in accordance with MIL-DTL-51490C w/Amd 2, paragraphs 4.2, associated drawings, specifications and standards. First article sample items shall then be inspected by test and examination in accordance with Table III. The First Article sample shall contain no more than one lot of each component, material, and reagent. 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 standard requirement and identified by each individual characteristic, drawing/specification characteristic and unlisted characteristic. Certificate of Conformance (COC) shall be required for all materials.

The First Article for M256A2 CADK, PN: 5-77-3497, pack, package, packaging, shall consist of 22 unit pack containers and their contents,

Name of Offeror or Contractor:

and meet all the requirements of SPI P5-77-3497 and all applicable specifications or standards. As determined by the Government, the samples shall be subject to any or all of the tests and inspections listed on the associated drawings, specifications, standards and SPIs.

The Government QAR shall review the First Article Test report before submission to the Government Contracting Officer.

Government QAR:

Leslie L. Wells,
AMSTA-ECB-END-ENA-Q
1 Rock Island Arsenal
Rock Island, IL 61299
e-mail: leslie.l.wells@us.army.mil
phone: 309-782-0582

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 210 calendar days from the date of this contract to the Procurement Contracting Officer; Major Miranda Smith email: miranda.e.smith5.mil@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 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)

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|---------------------------|---|--|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-R-0068 | Page 39 of 67 MOD/AMD |
|---------------------------|---|--|

Name of Offeror or Contractor:

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 5,124 Kits, 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 24,000 Kits;

(2) Any order for a combination of items in excess of 24,000 Kits; 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 Contractor's 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-104 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's 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.

(End of Clause)

I-105 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) DEC/2012

(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 hotline posters prepared by the DoD Office of the Inspector General. DoD hotline posters may be obtained via the Internet at http://www.dodig.mil/HOTLINE/hotline_posters.htm.

(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.

Name of Offeror or Contractor:

(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-106 252.216-7006 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 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-107 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES

OCT/1997

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

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

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

(b) The Contractor shall --

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

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

(End of Clause)

I-108 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

APR/2012

Name of Offeror or Contractor:

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

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

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

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

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

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

(3) For long-term contracts

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

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

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

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

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

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

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

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

(End of clause)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard

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Name of Offeror or Contractor:

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 (If none, insert None) | Identification No. |
|------------------------------------|--------------------|
| | |
| | |
| | |

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

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

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

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

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

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

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-110 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001
 (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

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

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

Warning

Name of Offeror or Contractor:

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

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

(End of Clause)

I-111 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-112 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-113 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL DEC/1991

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known, of the deliverable item requiring precious metals.

| Precious Metal* | Quantity | Deliverable Item (NSN and Nomenclature) |
|-----------------|----------|--|
| | | |
| | | |
| | | |
| | | |
| | | |

*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

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Name of Offeror or Contractor:

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

(End of clause)

I-114 252.223-7001 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.) ACT

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

(End of clause)

I-115 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).

Name of Offeror or Contractor:

(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-116

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%20protege/)

or

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

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

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

| <u>List of Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number of Pages</u> | <u>Transmitted By</u> |
|------------------------|--|-------------|------------------------|-----------------------|
| Exhibit A | CONTRACT DATA REQUIREMENTS LIST (CDRL) | 13-NOV-2013 | 001 | DATA |
| Attachment 0001 | ADDRESS LIST FOR ECP, RFD, NOR | 13-NOV-2013 | 001 | DATA |
| Attachment 0002 | UTILIZATION OF THE ECBC LAB FOR FIRST ARTICLE TESTING | 13-NOV-2013 | 001 | DATA |
| Attachment 0003 | CONTRACTOR ACCOUNTABILITY INSTRUCTIONS - GOVERNMENT FURNISHED MATERIAL | 13-NOV-2013 | 001 | DATA |
| Attachment 0004 | PRICING SPREADSHEET | 12-DEC-2013 | 001 | ELECTRONIC IMAGE |

| <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. 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 | 52.225-25 | PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION | DEC/2012 |
| K-3 | 252.203-7005 | REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS | NOV/2011 |
| K-4 | 252.209-7001 | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY | JAN/2009 |
| K-5 | 252.225-7031 | SECONDARY ARAB BOYCOTT OF ISRAEL | JUN/2005 |
| K-6 | 52.204-8 | ANNUAL REPRESENTATIONS AND CERTIFICATIONS | DEC/2012 |

(a)(1) The North American Industry Classification System (NAICS) code For this acquisition is 325998.

(2) The small business size standard is 500.

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

(vii) 52.214-14, Place of PerformanceSealed Bidding. This provision applies to invitations for bids except those in which the place

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 48 of 67 |
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of performance is specified by the Government.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

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

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

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

Name of Offeror or Contractor:

___ (A) Basic.

___ (B) Alternate I.

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

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

___ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

| FAR Clause # | Title | Date | Change |
|--------------|-------|-------|--------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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

(End of provision)

K-7 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS JUL/2012

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

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

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus Representation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price Adjustment Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

Name of Offeror or Contractor:

(v) 252.229-7012, Tax Exemptions (Italy)Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vi) 252.229-7013, Tax Exemptions (Spain)Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

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

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

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

| FAR/DFARS Provision # | Title | Date | Change |
|--------------------------|-------|-------|--------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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

(End of provision)

K-8 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.

Name of Offeror or Contractor:

- (b) The Government requires a minimum acceptance period of 90 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-9 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

| ITEM | QUANTITY | PRICE QUOTATION | TOTAL |
|------|----------|--------------------|-------|
| | | | |
| | | | |
| | | | |

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

(End of Provision)

K-10 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).

Name of Offeror or Contractor:

(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 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 FAPIS 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-11 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

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Name of Offeror or Contractor:

materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

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

[] (2) Outside the United States.

(End of provision)

| | | | |
|------|------------------|---|----------|
| K-12 | 252.209-7999 | REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX | JAN/2012 |
| | (DEV 2012-00004) | LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 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-13 | 52.215-4010 | AUTHORIZED NEGOTIATORS | MAR/2013 |
| | (TACOM) | | |

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

PERSONS AUTHORIZED TO NEGOTIATE

NAME: _____
TITLE: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____

NAME: _____
TITLE: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____

Name of Offeror or Contractor:

[End of Provision]

K-14 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-15 52.225-4003 IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION MAR/1990
(TACOM)

(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.

[End of Provision]

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

INSTRUCTIONS FOR OFFER SUBMISSION

PRICE:

(1.) The offeror shall enter firm fixed unit prices for each CLIN, Ordering Period and Quantity Range on the attached Price Evaluation Sheet. The offeror shall also enter First Article Test cost in the space provided, for CLIN 0016. All unit prices proposed will be binding.

(2.) The Government reserves the right to require the submission of any data (i.e. cost or pricing data) necessary to validate the reasonableness of an offer.

*** END OF NARRATIVE L0001 ***

| | <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 | 52.222-24 | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION | FEB/1999 |
| L-6 | 252.215-7008 | ONLY ONE OFFER | JUN/2012 |
| L-7 | 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)

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|-----|-----------|---|----------|
| L-8 | 52.215-20 | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE III (OCT 1997) | OCT/1997 |
|-----|-----------|---|----------|

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, 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 --

(A) 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 or 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;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

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(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Details on Acceptable Electronic Format can be found at <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(End of clause)

L-9 52.216-1 TYPE OF CONTRACT APR/1984

The Government contemplates award of a Firm Fixed Price single award IDIQ contract resulting from this solicitation.

(End of Provision)

L-10 52.233-2 SERVICE OF PROTEST SEP/2006

(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 Command 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-11 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL AUG/1998
SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART
101-29

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

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

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by

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submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of Provision)

L-12 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-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)

L-14 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL DEC/2004
(TACOM) (NEGOTIATED)

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

(b) Definitions:

- (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
- (2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.
- (3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- (4) "Remanufactured" means factory rebuilt to original specifications.
- (5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials
- (6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

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

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

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

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

[End of Provision]

L-15 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES MAY/2011
(TACOM) (NON-US POSTAL SERVICE MAIL)

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

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

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

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

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

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

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

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

[End of Provision]

L-16 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

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

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system

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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-17 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 AbilityOne'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

[End of provision]

L-18 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.

Name of Offeror or Contractor:

(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]

Name of Offeror or Contractor:

(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]

L-20 52.246-4001 OFFEROR'S QUALITY ASSURANCE SYSTEM MAY/2005
(TACOM)

(a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.

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

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

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

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

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

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

(i) Achieves defect prevention, and

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(ii) Provides process control, and

(iii) Ensures adequate quality controls throughout all areas of contract performance.

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

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

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

[End of Provision]

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1. Basic CLINs 0011 through 0015
2. Option CLIN N/A
3. Transportation costs if FOB Origin
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 multiplying the weighted average unit price by the estimated CLIN quantities specified in Section B of this solicitation.

Item: M256A2 CADK; NSN: 6665-01-563-7473; CLINs 0011 and 0012

| Quantity Range | Weighting Applied to Unit Price |
|-----------------------|---------------------------------|
| From 5,124 to 7,999 | 20 % |
| From 8,000 to 14,999 | 10 % |
| From 15,000 to 24,000 | <u>70 %</u> |
| | Total 100% |

Item: M256A2 CADK; NSN: 6665-01-563-7473; CLINs 0013, 0014 and 0015

| Quantity Range | Weighting Applied to Unit Price |
|-----------------------|---------------------------------|
| From 5,124 to 7,999 | 20 % |
| From 8,000 to 14,999 | 10 % |
| From 15,000 to 20,500 | <u>70 %</u> |
| | 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-2 52.209-4011 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD JAN/2001
(TACOM)

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

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

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

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

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

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

[End of Provision]

M-3 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,

Name of Offeror or Contractor:

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-4 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 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.

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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]

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 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, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0017
B. EXHIBIT.....: A
C. CATEGORY.....: DATA DELIVERY DESCRIPTION
D. SYSTEM/ITEM.....: M256A2 CADK (NSN 6665-01-563-7473)
E. CONTRACT/PR NO.....: W56HZV-13-R-0068 / EH2R630EH

1. DATA ITEM NO.....: A001
2. TITLE.....: ENGINEERING CHANGE PROPOSAL (ECP)
3. SUBTITLE.....: N/A
4. AUTHORITY.....: DI-CMAN-80639C*
5. CONTRACT REFERENCE.....: SECTION C
6. REQUIRING OFFICE.....: AMSRD-ECB-END-D (RI)
7. DD250 REQ.....: LT
8. APP CODE.....: -
9. DIST. STATEMENT REQ.....: **
10. FREQUENCY.....: AS REQUIRED
11. AS OF DATE.....: N/A
12. DATE OF FIRST SUBMISSION..: AS REQUIRED
13. DATE OF SUBS. SUBMISSION..: AS REQUIRED
14. DRFT/REG/REPRO DISTRIBUTION COPIES: SEE DISTRIBUTION CODE ATTACHMENT 0001 ATT 0001 ADDRESS LIST FOR ECP, RFD, NOR.
15. TOTAL COPIES.....: PAPER: 0 E-MAIL: 0 CD-ROM: 0

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., 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 ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM (DD FORMS 1692 AND 1693).

17. PREPARED BY: REMUS FARCA 19. APPROVED BY: MAJOR MIRANDA SMITH
18. DATE: 13 NOV 2013 20. DATE: 13 NOV 2013

DD FORM 1423-E

A. CONTRACT LINE ITEM NO.: 0017
B. EXHIBIT.....: A
C. CATEGORY.....: DATA DELIVERY DESCRIPTION
D. SYSTEM/ITEM.....: M256A2 CADK (NSN 6665-01-563-7473)
E. CONTRACT/PR NO.....: W56HZV-13-R-0068 / EH2R630EH

1. DATA ITEM NO.....: A002
2. TITLE.....: REQUEST FOR DEVIATION (RFD)
3. SUBTITLE.....: N/A
4. AUTHORITY.....: DI-CMAN-80640C*
5. CONTRACT REFERENCE.....: SECTION C
6. REQUIRING OFFICE.....: AMSRD-ECB-END-D (RI)
7. DD250 REQ.....: LT
8. APP CODE.....: -
9. DIST. STATEMENT REQ.....: **
10. FREQUENCY.....: AS REQUIRED
11. AS OF DATE.....: N/A
12. DATE OF FIRST SUBMISSION..: AS REQUIRED
13. DATE OF SUBS. SUBMISSION..: AS REQUIRED

14. DRFT/REG/REPRO DISTRIBUTION COPIES: SEE DISTRIBUTION CODE ATTACHMENT 0001 ATT 0001 ADDRESS LIST FOR ECP, RFD, NOR.
15. TOTAL COPIES.....: PAPER: 0 E-MAIL: 0 CD-ROM: 0

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, BUT DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). MIL-HDBK-61 MAY BE USEFUL IN DEFINING CONTENT.
**DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIG MGR.
***ELECTRONIC FILES MUST BE LESS THAN 7 MB. THE RFD FORM LOCATED AT https://www.pica.army.mil/prod_techdata/cmdocs-links.htm IS THE PREFERRED MEHTOD OF SUBMISSION FOR THIS DATA ITEM (DD FORM 1694).

17. PREPARED BY: REMUS FARCA 19. APPROVED BY: MAJOR MIRANDA SMITH
18. DATE: 13 NOV 2013 20. DATE: 13 NOV 2013

DD FORM 1423-E

A. CONTRACT LINE ITEM NO.: 0017
B. EXHIBIT.....: A
C. CATEGORY.....: DATA DELIVERY DESCRIPTION
D. SYSTEM/ITEM.....: M256A2 CADK (NSN 6665-01-563-7473)
E. CONTRACT/PR NO.....: W56HZV-13-R-0068 / EH2R630EH

1. DATA ITEM NO.....: A003
2. TITLE.....: NOTICE OF REVISION (NOR)
3. SUBTITLE.....: N/A
4. AUTHORITY.....: DI-CMAN-80642C*
5. CONTRACT REFERENCE.....: SECTION C
6. REQUIRING OFFICE.....: AMSRD-ECB-END-D (RI)
7. DD250 REQ.....: LT
8. APP CODE.....: -
9. DIST. STATEMENT REQ.....: **
10. FREQUENCY.....: AS REQUIRED
11. AS OF DATE.....: N/A
12. DATE OF FIRST SUBMISSION..: AS REQUIRED
13. DATE OF SUBS. SUBMISSION..: AS REQUIRED
14. DRFT/REG/REPRO DISTRIBUTION COPIES: SEE DISTRIBUTION CODE ATTACHMENT 0001 ATT 0001 ADDRESS LIST FOR ECP, RFD, NOR.
15. TOTAL COPIES.....: PAPER: 0 E-MAIL: 0 CD-ROM: 0

16. REMARKS:
*SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF THE NOR. CONTRACTOR FORMAT IS ACCEPTABLE, BUT DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). MIL-HDBK-61 MAY BE USEFUL IN DEFINING CONTENT.
**DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIG MGR.
***ELECTRONIC FILES MUST BE LESS THAN 7 MB. THE NOR FORM LOCATED AT https://www.pica.army.mil/prod_techdata/cmdocs-links.htm IS THE PREFERRED MEHTOD OF SUBMISSION FOR THIS DATA ITEM (DD FORM 1694).

17. PREPARED BY: REMUS FARCA 19. APPROVED BY: MAJOR MIRANDA SMITH
18. DATE: 13 NOV 2013 20. DATE: 13 NOV 2013

DD FORM 1423-E

A. CONTRACT LINE ITEM NO.: 0017
B. EXHIBIT.....: A
C. CATEGORY.....: DATA DELIVERY DESCRIPTION
D. SYSTEM/ITEM.....: M256A2 CADK (NSN 6665-01-563-7473)
E. CONTRACT/PR NO.....: W56HZV-13-R-0068 / EH2R630EH

1. DATA ITEM NO.....: A004
2. TITLE.....: TEST/INSPECTION REPORT
3. SUBTITLE.....: FIRST ARTICLE TEST REPORT (FATR) (CONTRACTOR)
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 REQ.....: C
10. FREQUENCY.....: AS REQUIRED
11. AS OF DATE.....: N/A
12. DATE OF FIRST SUBMISSION..: AS REQUIRED
13. DATE OF SUBS. SUBMISSION..: AS REQUIRED
14. DRFT/REG/REPRO DISTRIBUTION COPIES: THRU QAR* 0/0/0
CO (LT ONLY) 0/1/0
15. TOTAL COPIES.....: PAPER: 0 E-MAIL: 1 CD-ROM: 0

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

17. PREPARED BY: REMUS FARCA 19. APPROVED BY: MAJOR MIRANDA SMITH
18. DATE: 13 NOV 2013 20. DATE: 13 NOV 2013

DD FORM 1423-E

A. CONTRACT LINE ITEM NO.: 0017
B. EXHIBIT.....: A
C. CATEGORY.....: DATA DELIVERY DESCRIPTION
D. SYSTEM/ITEM.....: M256A2 CADK (NSN 6665-01-563-7473)
E. CONTRACT/PR NO.....: W56HZV-13-R-0068 / EH2R630EH

1. DATA ITEM NO.....: A005
2. TITLE.....: TRANSPORTATION DISCREPANCY REPORT
3. SUBTITLE.....:
4. AUTHORITY.....: DI-MGMT-80554
5. CONTRACT REFERENCE.....: SECTION H, ACCOUNTABILITY INSTRUCTIONS
6. REQUIRING OFFICE.....: AMSTA-LC-CIA
7. DD250 REQ.....: NO
8. APP CODE.....: -
9. DIST. STATEMENT REQ.....: N/A
10. FREQUENCY.....: AS REQUIRED
11. AS OF DATE.....: AS REQUIRED
12. DATE OF FIRST SUBMISSION..: *
13. DATE OF SUBS. SUBMISSION..: -
14. DRFT/REG/REPRO DISTRIBUTION COPIES: AMSTA-LC-CIAT** 0/1/0
15. TOTAL COPIES.....: PAPER: 0 E-MAIL: 1 CD-ROM: 0

16. REMARKS:
*SUBMISSION REQUIRED UPON DISCOVERY OF TRANSPORTATION DISCREPANCY WHEN MATERIAL IS RECEIVED AT CONTRACTOR'S FACILITY.

**E-MAIL <mailto:TACOM.TRANSPORTATION@TACOM.ARMY.MIL>

17. PREPARED BY: REMUS FARCA 19. APPROVED BY: MAJOR MIRANDA SMITH
18. DATE: 13 NOV 2013 20. DATE: 13 NOV 2013

DD FORM 1423-E

A. CONTRACT LINE ITEM NO.: 0017
B. EXHIBIT.....: A
C. CATEGORY.....: DATA DELIVERY DESCRIPTION
D. SYSTEM/ITEM.....: M256A2 CADK (NSN 6665-01-563-7473)
E. CONTRACT/PR NO.....: W56HZV-13-R-0068 / EH2R630EH

1. DATA ITEM NO.....: A006

2. TITLE.....: REPORT OF SHIPPING (ITEM) AND
3. SUBTITLE.....: PACKAGING DISCREPANCY
4. AUTHORITY.....: DI-MGMT-80503
5. CONTRACT REFERENCE.....: SECTION H, ACCOUNTABILITY INSTRUCTIONS
6. REQUIRING OFFICE.....: AMSTA-LC-CIA
7. DD250 REQ.....: NO
8. APP CODE.....: -
9. DIST. STATEMENT REQ.....: N/A
10. FREQUENCY.....: AS REQUIRED
11. AS OF DATE.....: AS REQUIRED
12. DATE OF FIRST SUBMISSION..: *
13. DATE OF SUBS. SUBMISSION..: -
14. DRFT/REG/REPRO DISTRIBUTION COPIES: AMSTA-LC-CIAC** 0/1/0
15. TOTAL COPIES.....: PAPER: 0 E-MAIL: 1 CD-ROM: 0

16. REMARKS:

*SUBMISSION REQUIRED UPON DISCOVERY OF SHIPPING DISCREPANCY WHEN MATERIAL IS RECEIVED AT CONTRACTOR'S FACILITY. REPORT SHALL BE SUBMITTED WITHIN 3 DAYS OF DISCREPANCY.

**E-MAIL <mailto:ROCK-TACOM-SDRS@CONUS.ARMY.MIL>

17. PREPARED BY: REMUS FARCA 19. APPROVED BY: MAJOR MIRANDA SMITH
18. DATE: 13 NOV 2013 20. DATE: 13 NOV 2013

DD FORM 1423-E

A. CONTRACT LINE ITEM NO.: 0017
B. EXHIBIT.....: A
C. CATEGORY.....: DATA DELIVERY DESCRIPTION
D. SYSTEM/ITEM.....: M256A2 CADK (NSN 6665-01-563-7473)
E. CONTRACT/PR NO.....: W56HZV-13-R-0068 / EH2R630EH

1. DATA ITEM NO.....: A007
2. TITLE.....: GOVERNMENT FURNISHED MATERIAL (GFM)
3. SUBTITLE.....: CONSUMPTION REPORT
4. AUTHORITY.....: DI-MGMT-80438B
5. CONTRACT REFERENCE.....: SECTION H, ACCOUNTABILITY INSTRUCTIONS
6. REQUIRING OFFICE.....: AMSTA-LC-CIA
7. DD250 REQ.....: DD
8. APP CODE.....: -
9. DIST. STATEMENT REQ.....: N/A
10. FREQUENCY.....: MONTHLY
11. AS OF DATE.....: 0
12. DATE OF FIRST SUBMISSION..: 40 DAC
13. DATE OF SUBS. SUBMISSION..: **
14. DRFT/REG/REPRO DISTRIBUTION COPIES: AMSTA-LC-CIAC** 0/1/0
15. TOTAL COPIES.....: PAPER: 0 E-MAIL: 1 CD-ROM: 0

16. REMARKS:

SUBMISSION REQUIRED TO REFLECT GFM CONSUMED DURING REPORT PERIOD- NEGATIVE REPORT REQUIRED.

**10TH DAY OF MONTH FOLLOWING REPORT MONTH.

*E-MAIL <mailto:TACOMMCA@TACOM.ARMY.MIL>

17. PREPARED BY: REMUS FARCA 19. APPROVED BY: MAJOR MIRANDA SMITH
18. DATE: 13 NOV 2013 20. DATE: 13 NOV 2013

DD FORM 1423-E

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

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

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

a. (ECBC-RI RDECOM Engineering Office)

OFFICE: RDCB-DEM
POC: Courtney Corelis and Rachel Lindbom
EMAIL: usarmy.RIA.ecbc.mbx.cmaction@mail.mil
FAX: (309)782-4537

b. (Contracting Officer)

OFFICE: CCTA-ADT-C
POC: Major Miranda Smith
EMAIL: miranda.e.smith5.mil@mail.mil
PHONE: (586)282-8894

c. (Administrative Contracting Officer)

3. For VECPs only:

a. (ECBC RDECOM)

OFFICE: RDCB-DES-I
POC: Mashala Macias
EMAIL: mashala.m.macias.civ@mail.mil
FAX: (309)782-2247

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

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

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

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

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

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

Diane M. Freeman
Chief, Design Engineering & Test Facility
RDCB-DEM-T (Building 131)
Com: 309-782-5138
Fax: 309-782-0546
diane.m.freeman.civ@mail.mil
or
Quinn Hartman
Senior Engineer
RDCB-DEM-T (Building 131)
Com: 309-782-3642
Fax: 309-782-0546
quinn.d.hartman.civ@mail.mil

CONTRACTOR ACCOUNTABILITY INSTRUCTIONS
GOVERNMENT FURNISHED MATERIEL(GFM)

The contractor shall forward information required by the Contract Data Requirements List (CDRL) IAW the required distribution. The Data Item Description (DID) may be found at the following website: <https://assist.daps.dla.mil/quicksearch/>

1. Requisitions for GFM are currently input by TACOM personnel via LMP based on NSNs and authorized quantities supplied by the Contract Specialist.
2. Government Furnished Materiel (GFM) for consumption/incorporation. The contractor is required to submit data monthly during the contract performance period to the supporting Management Control Activity (MCA) mailbox tacom-lcmc.ilsc_mca@mail.mil. The notification shall be via BZE transaction. Reference DI-MGMT-80438B for additional information.
3. Excess GFM Reporting: In accordance with the FAR, subpart 45.6, the plant clearance officer will determine the categories of screening required and initiate screening action.

Discrepancies in shipments received shall be distinguished and reported as one of the following:

(1)Shipping Type Discrepancy: This discrepancy is evident when freight received does not agree with the supply shipping documents. See DI-MGMT-80503, SF364, Report of Shipping (Item) and Packaging Discrepancy. Submit your report through the Department of Defense (DOD) WEBSDR system. You must first get access to WEBSDR by going to: <https://www.daas.dla.mil/daashome/websdr.asp>. Click on the link: System Access Request. Follow the prompts. Once in, choose the option WEBSDR from the menu (CAC required). There is also WEBSDR help desk information available at the above web site for system issues and help.

(2) Transportation Type Discrepancy. Reference DI-MGMT-80554, SF361, Transportation Discrepancy Report (TDR). TDRs are created to document the loss or damage to Government materiel to support the filing of claims against carriers for Government reimbursement. Submit email to: tacom-lcmc.ilsc_transportation@mail.mil