

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1	of 71	Pages
2. Contract Number		3. Solicitation Number W56HZV-13-R-0343		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2014FEB11	
7. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-ADT-A 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 05:00pm (hour) local time 2014MAR14 (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 STEPHANIE N. TRAINOR	B. Telephone (No Collect Calls)		C. E-mail Address STEPHANIE.N.TRAINOR@US.ARMY.MIL
Call:		Area Code (586)	Number 282-6469	Ext.

11. Table Of Contents

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	37
X	B	Supplies or Services and Prices/Costs	7	Part III - List Of Documents, Exhibits, And Other Attach.			
X	C	Description/Specs./Work Statement	20	X	J	List of Attachments	50
X	D	Packaging and Marking	24	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	26	X	K	Representations, Certifications, and Other Statements of Offerors	51
X	F	Deliveries or Performance	31				
X	G	Contract Administration Data	34	X	L	Instrs., Conds., and Notices to Offerors	61
X	H	Special Contract Requirements	36	X	M	Evaluation Factors for Award	69

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				

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		
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.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 71
	PIIN/SIIN W56HZV-13-R-0343 MOD/AMD	

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: STEPHANIE N. TRAINOR
 Buyer Office Symbol/Telephone Number: CCTA-ADT-A/(586)282-6469
 Type of Contract: Firm Fixed Price
 Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

A.1 Administrative Summary

This Administrative Summary is provided as a synopsis of important and relevant features of this Solicitation. If conflict exists between this summary and the provisions of the solicitation, the provisions of the solicitation govern. Please retrieve all documents from the Army Contracting Command-Warren website. The buyer is identified in Block 10 of the SF33.

Under the authority of FAR Part 16.202 and 16.504, the Army Contracting Command - Warren (ACC-WRN) (DTA) intends to award a single five-year Firm-Fixed Price, Indefinite Delivery / Indefinite Quantity (IDIQ) Contract for the requirement listed below.

A.1.1 REQUIREMENTS:

The U.S. Army Contracting Command-Warren (ACC-WRN) (DTA) is soliciting offers to supply the following item(s). The quantities listed below represent the total estimated requirement for the five-year life of the contract:

Item Name: M3 Heater
 Quantity: Guaranteed Minimum: 5,040 EA, Maximum Quantity 41,306 EA
 NSN: 4240-00-807-6856
 Part Number: 5-19-1782

ONLY THE MINIMUM QUANTITY IS GUARANTEED

A.1.2 UNIQUE ASPECTS OF THIS SOLICITATION:

a. This Solicitation, W56HZV-13-R-0343, is a Total Small Business Set Aside and will result in a 5-year Indefinite Delivery, Indefinite Quantity (IDIQ) contract. Under an IDIQ contract agreement, the U.S. Army Contracting Command - Warren (DTA) guarantees to buy a minimum quantity of 5,040 each, M3 Heater, NSN: 4240-00-807-6856 and may order additional quantities above the minimum, if we require them. Specified minimum and maximum quantities will apply to any single delivery order that we may issue under this contract.

b. The Government intends to evaluate proposals and award a contract without holding discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offerors initial proposal shall contain the offerors best terms from a price and delivery standpoint. The Government reserves the right to hold discussions if the Contracting Officer later determines them to be necessary.

c. A First Article Test (FAT) is required for this procurement per guidance by Edgewood Chemical and Biological Center (ECBC) Engineer and Quality Assurance personnel.

d. Adherence to Military Specifications and Standards applies to this procurement. See the Technical Data Package (TDP) and Special Packaging Instructions (SPI) at the link in A.1.2.7 (below) for specific instructions.

e. Contractor Lot and Serial numbers for each item shall be noted on the electronic DD250 in Wide Area Work Flow upon submission.

f. Contractor performed First Article Test (FAT) is required and will be separately priced for CLIN 0016AA. See the Technical Data Package and Clause 52.209-3, First Article Approval -- Contractor Testing for specific information.

g. Inspection/Acceptance/FOB Point for Production shall be Origin/Origin/Destination.

h. OFFERORS PLEASE NOTE:

For CLINs 0011AA, 0012AA, 0013AA, 0014AA, and 0015AA

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 3 of 71
	PIIN/SIIN W56HZV-13-R-0343	MOD/AMD

Name of Offeror or Contractor:

Noun: M3 Heater
 NSN: 4240-00-807-6856
 Minimum 5-Year Quantity: 5,040 Each
 Estimated 5 Year Quantity (for evaluation purposes only): 27,537 Each
 Maximum 5-Year Quantity : 41,306 Each

ONLY THE MINIMUM QUANTITY IS GUARANTEED.

REQUIREMENT FOR USE OF 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 0011AA, 0012AA, 0013AA, 0014AA, and 0015AA using Attachment 0007 - Pricing Spreadsheet and input each unit price in range pricing provided in Section B.

Provide pricing for CLIN 0016 - First Article Test using Attachment 0003 - Pricing Worksheet and input the unit price in 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.

****This solicitation is for a delivery rate of 1000 EA per month. Demand may require ability to manufacture more than this amount every 30 days. Delivery orders will be issued as requirements become known.****

For CLIN 0016AA,
 First Article Test and Report

Successful completion of First Article Testing and approval of First Article Test Report is required before production may commence under Delivery Order 0001. The Government reserves the right to request additional First Article testing as required throughout the life of the contract, pursuant to CLAUSE 52.209-3 First Article Approval--Contractor Testing .

TDP and SPI Link: The Technical Data package (TDP) and Special packaging Instructions (SPI) can be found at (URL):
<https://www.fbo.gov/fedteds/W56HZV13R0343>

A.1.3 NOTICE REGARDING FILL-INS:

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

A.1.4 NOTICE REGARDING CAGE CODES:

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

_____.

A.1.5 SET ASIDE INFORMATION:

This solicitation, W56HZV-13-R-0343, is being set aside for Small Business. Only offers submitted by Small Businesses who meet the criteria found at FAR Clause 52.204-8, Annual Representations and Certifications, in Section K will be considered. All others will be rejected.

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 subcontracts. The Rating can be found next to Block 1 on the first line of the Standard Form 33 (SF33).

A.1.7 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. Acknowledgement of all amendments received is important because failure to do so may make your offer ineligible for

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-R-0343 MOD/AMD	Page 4 of 71
---------------------------	---	----------------------------

Name of Offeror or Contractor:

award.

A.1.8 REQUIRED COPIES IN RESPONSE TO THIS SOLICITATION:

To be considered for award, you must return one signed original of your offer, completed and properly executed, by the time and date shown in Block 9 of the Standard Form 33 (SF33).

A.1.9 NOTICE REGARDING MARKING:

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 the clause in Section D of this solicitation entitled, PACKAGING REQUIREMENTS, as well as the clause 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.1.10 ASSIGNED NAICS CODE:

The 2012 North American Industry Classification System (NAICS) code assigned to this procurement is 333419. The applicable small business size standard is 500 employees.

A.1.11 NOTICE OF EVALUATION FACTOR:

As detailed in Section M, award will be made to the responsible offeror(s) that provide the offer most advantageous to the Government based upon price only.

A.1.12 QUESTION/PROBLEM RESOLUTION:

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

A.1.13 INCONSISTENCIES BETWEEN THE EXECUTIVE SUMMARY AND THE SOLICITATION:

This administrative summary has been prepared as an aid to you, the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. However, if you find any inconsistency between this administrative summary and the solicitation, please contact the buyer identified in Block 10 of the SF 33.

*** 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=W56HZV13R0343.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 5 of 71
	PIIN/SIIN W56HZV-13-R-0343	MOD/AMD

Name of Offeror or Contractor:

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

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

End of Provision

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

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

[End of Provision]

A-3 52.214-4000 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:

_____ : : :

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC. THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT) OR 0014 (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p>FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 365 DAYS.</p> <p>SECOND ORDERING YEAR OF THE CONTRACT IS 366 DAYS THROUGH 730 DAYS AFTER CONTRACT AWARD.</p> <p>THIRD ORDERING YEAR OF THE CONTRACT IS 731 DAYS THROUGH 1,095 DAYS AFTER CONTRACT AWARD.</p> <p>FOURTH ORDERING YEAR OF THE CONTRACT IS 1,096 DAYS THROUGH 1,460 DAYS AFTER CONTRACT AWARD.</p> <p>FIFTH ORDERING YEAR OF THE CONTRACT IS 1,461 DAYS THROUGH 1,825 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>@@</p> <p>The information presented below applies to CLINs 0011AA Through 0015AA:</p> <p>Minimum Guaranteed 5-Year Quantity: 5,040 EACH (This will be ordered at the time of the basic contract award.)</p> <p>Maximum 5-Year Quantity.....: 41,306 EACH</p> <p>ONLY THE MINIMUM 5 YEAR QUANTITY IS GUARANTEED.</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
	<p>NOTE: EACH ORDERING YEAR ESTIMATE IS A 12-MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN AND A 25% INCREASE PER YEAR.</p> <p>*****</p> <p>CAUTION: OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH DIRECTIONS IN THE TACOM-WARREN PROCUREMENT NETWORK WEBPAGE AT: HTTP://CONTRACTING.TACOM.ARMY.MIL/EBIDNOTICE.HTM</p> <p>ALL OFFERS MUST INCLUDE A SIGNED SF33/SF1449 COVER SHEET.</p> <p>SEE PARAGRAPH (D) OF CLAUSE 52.204-4016, TACOM-WARREN ELECTRONIC CONTRACTING, OF THIS SOLICITATION FOR INSTRUCTION ON HOW TO SUBMIT YOUR OFFER.</p> <p>*****</p> <p>(End of narrative A001)</p>																						
0011	<p>HEATER, AIR ELECTRIC NSN: 4240-00-807-6856 FSCM: 81349 PART NR: MIL-PRF-51191</p>																						
0011AA	<p><u>PRODUCTION QUANTITY FIRST ORDERING YEAR</u></p> <p>12000 (E)</p> <p>EA</p> <p>See Range Pricing</p> <p>PROGRAM YEAR: 1 COMMODITY NAME: HEATER, AIR ELECTRIC CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>3000</td> <td>\$</td> </tr> <tr> <td>3001</td> <td>6000</td> <td>\$</td> </tr> <tr> <td>6001</td> <td>9000</td> <td>\$</td> </tr> <tr> <td>9001</td> <td>12000</td> <td>\$</td> </tr> <tr> <td>12001</td> <td>15000</td> <td>\$</td> </tr> </tbody> </table> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>	FROM	TO	UNIT PRICE	1	3000	\$	3001	6000	\$	6001	9000	\$	9001	12000	\$	12001	15000	\$				<p>\$ _____</p>
FROM	TO	UNIT PRICE																					
1	3000	\$																					
3001	6000	\$																					
6001	9000	\$																					
9001	12000	\$																					
12001	15000	\$																					

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-13-R-0343 **MOD/AMD**

Page 9 of 71

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SHIP TO: (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT BLUE GRASS ARMY DEPOT 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND, KY, 40475-5070				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0012	HEATER, AIR ELECTRIC NSN: 4240-00-807-6856 FSCM: 81349 PART NR: MIL-PRF-51191																						
0012AA	<p><u>PRODUCTION QUANTITY SECOND ORDERING YEAR</u></p> <p>PROGRAM YEAR: 2 COMMODITY NAME: HEATER, AIR ELECTRIC CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>3000</td> <td>\$</td> </tr> <tr> <td>3001</td> <td>6000</td> <td>\$</td> </tr> <tr> <td>6001</td> <td>9000</td> <td>\$</td> </tr> <tr> <td>9001</td> <td>12000</td> <td>\$</td> </tr> <tr> <td>12001</td> <td>15000</td> <td>\$</td> </tr> </tbody> </table> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT BLUE GRASS ARMY DEPOT 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND, KY, 40475-5070</p>	FROM	TO	UNIT PRICE	1	3000	\$	3001	6000	\$	6001	9000	\$	9001	12000	\$	12001	15000	\$	5033 (E)	EA	See Range Pricing	\$ _____
FROM	TO	UNIT PRICE																					
1	3000	\$																					
3001	6000	\$																					
6001	9000	\$																					
9001	12000	\$																					
12001	15000	\$																					

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0013	HEATER, AIR ELECTRIC NSN: 4240-00-807-6856 FSCM: 81349 PART NR: MIL-PRF-51191																						
0013AA	<p><u>PRODUCTION QUANTITY THIRD ORDERING YEAR</u></p> <p>PROGRAM YEAR: 3 COMMODITY NAME: HEATER, AIR ELECTRIC CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>3000</td> <td>\$</td> </tr> <tr> <td>3001</td> <td>6000</td> <td>\$</td> </tr> <tr> <td>6001</td> <td>9000</td> <td>\$</td> </tr> <tr> <td>9001</td> <td>12000</td> <td>\$</td> </tr> <tr> <td>12001</td> <td>15000</td> <td>\$</td> </tr> </tbody> </table> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT BLUE GRASS ARMY DEPOT 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND, KY, 40475-5070</p>	FROM	TO	UNIT PRICE	1	3000	\$	3001	6000	\$	6001	9000	\$	9001	12000	\$	12001	15000	\$	4232 (E)	EA	See Range Pricing	\$ _____
FROM	TO	UNIT PRICE																					
1	3000	\$																					
3001	6000	\$																					
6001	9000	\$																					
9001	12000	\$																					
12001	15000	\$																					

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0014	HEATER, AIR ELECTRIC NSN: 4240-00-807-6856 FSCM: 81349 PART NR: MIL-PRF-51191																						
0014AA	<p><u>PRODUCTION QUANTITY FOURTH ORDERING YEAR</u></p> <p>PROGRAM YEAR: 4 COMMODITY NAME: HEATER, AIR ELECTRIC CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>3000</td> <td>\$</td> </tr> <tr> <td>3001</td> <td>6000</td> <td>\$</td> </tr> <tr> <td>6001</td> <td>9000</td> <td>\$</td> </tr> <tr> <td>9001</td> <td>12000</td> <td>\$</td> </tr> <tr> <td>12001</td> <td>15000</td> <td>\$</td> </tr> </tbody> </table> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT BLUE GRASS ARMY DEPOT 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND, KY, 40475-5070</p>	FROM	TO	UNIT PRICE	1	3000	\$	3001	6000	\$	6001	9000	\$	9001	12000	\$	12001	15000	\$	4232 (E)	EA	See Range Pricing	\$ _____
FROM	TO	UNIT PRICE																					
1	3000	\$																					
3001	6000	\$																					
6001	9000	\$																					
9001	12000	\$																					
12001	15000	\$																					

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0015	HEATER, AIR ELECTRIC NSN: 4240-00-807-6856 FSCM: 81349 PART NR: MIL-PRF-51191																						
0015AA	<p><u>PRODUCTION QUANTITY FIFTH ORDERING YEAR</u></p> <p>PROGRAM YEAR: 5 COMMODITY NAME: HEATER, AIR ELECTRIC CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>3000</td> <td>\$</td> </tr> <tr> <td>3001</td> <td>6000</td> <td>\$</td> </tr> <tr> <td>6001</td> <td>9000</td> <td>\$</td> </tr> <tr> <td>9001</td> <td>12000</td> <td>\$</td> </tr> <tr> <td>12001</td> <td>15000</td> <td>\$</td> </tr> </tbody> </table> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT BLUE GRASS ARMY DEPOT 431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND, KY, 40475-5070</p>	FROM	TO	UNIT PRICE	1	3000	\$	3001	6000	\$	6001	9000	\$	9001	12000	\$	12001	15000	\$	2040 (E)	EA	See Range Pricing	\$ _____
FROM	TO	UNIT PRICE																					
1	3000	\$																					
3001	6000	\$																					
6001	9000	\$																					
9001	12000	\$																					
12001	15000	\$																					

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-R-0343 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	FIRST ARTICLE TEST				
0016AA	<p><u>FIRST ARTICLE TEST</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: FIRST ARTICLE</p> <p>FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF THE CLAUSE ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING".</p> <p>NOTE: PLEASE SEE PROVISIONS CONCERNING POSSIBLE WAIVER OF FIRST ARTICLE APPROVAL AND RELATED EVALUATION FACTORS CONTAINED WITHIN THIS SOLICITATION.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>THE ACO SHALL APPROVE FATR WAWF INVOICE UPON RECEIPT OF FATR APPROVAL LETTER</p> <p>**SEE FIRST ARTICLE TEST CLAUSE FOR DISTRIBUTION**</p> <p>(End of narrative E001)</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	<u>DATA ITEMS</u>				
A001	<p><u>ENGINEERING CHANGE PROPOSAL (ECP)</u></p> <p>CLIN CONTRACT TYPE: No Cost</p> <p>ENGINEERING CHANGE PROPOSAL (ECP) IN ACCORDANCE WITH CDRL A001 AND CLAUSE J-1 52.204-4500 (TACOM)(RI) ADDITIONAL ATTACHMENTS.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>			\$ _____	\$ _____
A002	<p><u>REQUEST FOR VARIANCE (RFV)</u></p> <p>CLIN CONTRACT TYPE: No Cost</p> <p>REQUEST FOR DEVIATION (RFD) IN ACCORANCE WITH CDRL A002 AND CLAUSE 52.204-4500(TACOM)(RI) ADDITIONAL ATTACHMENTS.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-R-0343 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A003	<p><u>NOTICE OF REVISION (NOR)</u></p> <p>CLIN CONTRACT TYPE: No Cost</p> <p>NOTICE OF REVISION (NOR) IN ACCORDANCE WITH CDRL A003 AND CLAUSE 52.204-4500 (TACOM)(RI) ADDITIONAL ATTACHMENTS.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>			\$ _____	\$ _____
A004	<p><u>FIRST ARTICLE TEST REPORT (FATR)</u></p> <p>CLIN CONTRACT TYPE: No Cost</p> <p>FIRST ARTICLE TEST REPORT (FATR) IN ACCORDANCE WITH CDRL A004, SECTION J AND ATTACHMENT 0001.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>The ACO shall approve FATR WAWF invoice upon receipt of FATR Approval Letter.</p> <p>(End of narrative E001)</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00006) SEE FIRST ARTICLE TEST CLAUSE FOR DISTRIBUTION</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-R-0343 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A005	<p><u>RESERVED</u></p> <p>CLIN CONTRACT TYPE: No Cost</p> <p>RESERVED</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>			\$ _____	\$ _____
A006	<p><u>RECORD OF MEETING MINUTES</u></p> <p>CLIN CONTRACT TYPE: No Cost</p> <p>RECORD OF MEETING MINUTES IN ACCORDANCE WITH SECTION C, PARAGRAPH C.2.2, CDRL A006, SECTION J AND ATTACHMENT 0003.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-R-0343 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A007	<p><u>QUALITY PROGRAM PLAN</u></p> <p>CLIN CONTRACT TYPE: No Cost</p> <p>CERTIFICATE OF CONFORMANCE IN ACCORDANCE WITH CDRL A007 AND ATTACHMENT 0002, CERTIFICATE OF CONFORMANCE.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>			\$ _____	\$ _____
A008	<p><u>CERTIFICATE OF CONFORMANCE</u></p> <p>CLIN CONTRACT TYPE: No Cost</p> <p>PRODUCTION LOT ACCEPTANCE TEST REPORT (GOVERNMENT) IN ACCORDANCE WITH CDRL A005 ATTACHMENT 0001.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>			\$ _____	\$ _____
A009	<p><u>PRODUCTION LOT TEST REPORT (CONTRACTOR)</u></p> <p>CLIN CONTRACT TYPE: No Cost</p> <p>PRODUCTION LOT ACCEPTANCE TEST REPORT (CONTRACTOR) IN ACCORDANCE WITH CDRL A009 ATTACHMENT 0002.</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-13-R-0343 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>				

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

Page 20 of 71

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall 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 (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 5 days after the meeting is held.

[End of Clause]

C.1 MEETINGS/CONFERENCES

C.1.1 Contract Status Review Meeting: As part of the overall contract management effort, the Contractor shall provide technical and managerial representative(s) at ACC-WRN (DTA), the Contractor's facility, or by teleconference to review contract status when requested by the Government or the Contractor. A conference may be called by either the Government or the Contractor to clarify any questions in regard to the contract requirements. Topics to be discussed shall include, but are not limited to, contract status, testing, production, logistics, technical issues, and deliverables. The Contractor will coordinate an agenda with the Procuring Contracting Officer (PCO) no later than 5 days prior to the meeting.

C.1.2 The Contractor shall take minutes of the above meetings. The Procuring Contracting Officer (PCO) approved minutes shall be distributed to all parties no later than 10 days after the completion of the meeting. The Contractor shall follow DID number DI-ADMIN-81505 (per CDRL A006), Report, Record of Meetings, (located in Section J), for the minutes format. The URL for the meeting format is Assist Quick Search: <http://quicksearch.dla.mil/>.

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

C.1.3.1 Production or other required versions of the M3 Heater as needed for viewing.

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

C.1.3.3 Computer resources, as required.

[End of Clause]

C-2	52.211-4015	CONFIGURATION CONTROL - ENGINEERING CHANGES	DEC/2005
-----	-------------	---	----------

(a) DEFINITIONS:

(1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.

(2) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.

(3) Value Engineering Change Proposal (VECP). A proposal that --

(i) Requires a change to the instant contract; and

(ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --

(A) In deliverable end item quantities only;

Name of Offeror or Contractor:

(B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(C) To the contract type only.

(4) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request once you realize that you desire to deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.

(b) When will Army Contracting Command - Warren (DTA) start processing change requests? We won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.

(c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDD) which can be found at the following website: <http://contracting.tacom.army.mil/engr/engrchange.htm>. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.

(1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is ZT.

(2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.

(3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:

(i) Files readable using these Microsoft 97 Office Products or later versions: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format).

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.

(iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.

(d) Submittal Procedures for ECPs/VECPs/RFDs.

(1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.

(2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

Email a copy of the contractor's request and ACO comments (DD Form 1998) to the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155. Indicate end item application (if known) in subject line, along with the NSN and contract number.

(f) Approval of ECPs, VECPs and RFDs.

(1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.

(2) ECPs. Army Contract Command - Warren (DTA) will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.

Name of Offeror or Contractor:

(3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.

(g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. Army Contract Command - Warren (DTA) will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

(h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

(i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.

(j) Questions.

(1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).

(2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[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/W56HZV13R0343>

To access the data through FBO:

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

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

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

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

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

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

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

f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access 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.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 23 of 71
	PIIN/SIIN W56HZV-13-R-0343	MOD/AMD

Name of Offeror or Contractor:

Questions related to registration in FBO should be directed to ://www.fbo.gov/index The FBO helpdesk phone number is (866) 606-8220. Vendors are responsible for placing correct information in FBO.

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

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

[End of clause]

C-4 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION MAY/2013
TACOM
(RI)/ECBC

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

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

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

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

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

(End of clause)

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date
-----------------	-------	------

D-1	52.211-4501 TACOM (RI)	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	DEC/2007
-----	---------------------------	---	----------

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

PRESERVATION: MILITARY
 LEVEL OF PACKING: B
 QUANTITY PER UNIT PACKAGE:1
 SPI NUMBER: P5-19-1782, Rev E, (Dated 01 Feb 2013)

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.)

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)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-R-0343 MOD/AMD	Page 25 of 71
---------------------------	---	----------------------

Name of Offeror or Contractor:

--Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
--Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO
P4030.19/DLAM 4145.3 (for military air shipments).

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

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

G. SUPPLEMENTAL INSTRUCTIONS: 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.

(DS6419)

(End of Clause)

LOT NUMBERING

Lot numbering shall be required per MIL-STD-1168.

Manufacturers shall contact usarmy.ria.ecbc.mbx.qa@mail.mil to obtain a unique manufacturer's identification symbol.

*** END OF NARRATIVE D0001 ***

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

Page 26 of 71

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

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

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

Title	Number	Date	Tailoring
Quality Management Systems	ISO 9001:2008	2008	None

(End of Clause)

E-4	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. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. 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 THROUGH THE QAR TO THE CONTRACT SPECIALIST/PCO.

ROCK ISLAND ARSENAL, ECBC,
BLDG 62, SW,
ATTN: RDCB-DES-Q
1 ROCK ISLAND,
ROCK ISLAND, IL 61299.
ROCK-ECBCTESTFACILITY@conus.army.mil

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

Page 27 of 71

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

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

(ES6026)

(End of Clause)

E-5 52.246-4520 PRODUCTION LOT TESTING (CONFORMANCE INSPECTION - CONTRACTOR) SEP/2012

(a) The Contractor shall conduct production lot testing (PLT) for each production lot to be tendered to the Government for acceptance.

(b) The samples shall be selected, examined, and tested in accordance with Para 4.4 of MIL-PRF 51191G(EA)

(c) The samples shall be randomly selected from the entire lot by, or in the presence of, the Government Quality Assurance Representative (QAR). The Contractor shall notify the QAR in writing at least five (5) workdays in advance, when the lot is ready for sample selection. The Contractor shall inspect production lots for conformance to the contracts requirements prior to selecting PLT samples. Unless otherwise authorized by the Contracting Officer, test samples shall not be submitted pursuant to this provision where the Contractor has determined that the lot does not conform to all contract requirements.

(d) Within 10 days of completing PLT on any given lot, the Contractor shall deliver to the Government a report that documents whether production lots conform to PLT requirements. The PLT report shall verify whether all required inspections and tests have been completed successfully. The report shall be submitted to the Government in accordance with CDRL in Section J.

(e) Within 30 workdays after receipt of the PLT report by the government, the government will notify the Contractor in writing whether the specific lot has been approved, conditionally approved, or rejected. The Contractor shall maintain PLT report(s) for a period of two years after contract expiration, during which time they shall be available for Government review.

(f) If the PLT sample fails to meet any contractual requirement, the lot from which the test samples were drawn shall be rejected by the Government. In that event, the Contractor shall take immediate corrective action at no increase in the contract price, and shall submit an additional PLT sample (from the reworked lot or from a new lot) for inspection. Corrective action shall apply to all items including, if applicable, basic items, repair parts, and in-process or final assembly items produced or in production since the last successful production lot test.

(g) PLT samples not consumed or destroyed in testing may be delivered as part of the production quantities due under the contract.

(End of clause)

E-6 52.211-4029 INTERCHANGEABILITY OF COMPONENTS MAY/1994
(TACOM)

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

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

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

(1) an "excusable delay" as defined in the DEFAULT clause of this contract.

(2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 29 of 71
	PIIN/SIIN W56HZV-13-R-0343	MOD/AMD

Name of Offeror or Contractor:

Chief
 Test, Reliability & Evaluation Branch
 Edgewood Chemical Biological Center
 Email: APGR-ECBCTREB@conus.army.mil

And/or:

For chemical agent testing:

Chief
 Protective Equipment Test Branch
 Edgewood Chemical Biological Center
 Email: APGR-CBCProtectiveEquipmentTestBranch@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: 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 52.246-4528 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)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 30 of 71**

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:E-11 52.246-4532 DESTRUCTIVE TESTING
TACOM RI

MAY/1994

- a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.
- b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.
- c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.
- d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.
- e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(ES7011)

(End of Clause)

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

Page 31 of 71

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-6	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 420 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 1000 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]

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

F-7 52.247-4457 LONG TERM CONTRACTS - FOB DESTINATION OCT/1999
 (TACOM)

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed:

XU W0L7 BLUE GRASS ARMY DEPOT
 XU GEN SUP STORAGE PT CRP WHSE 211
 431 BATTLEFIELD MEMORIAL HIGHWAY
 RICHMOND, KY, 40475-5070

(End of Clause)

F-8 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009
 (TACOM) ADDRESSES

Rail/ Motor <u>SPLC*</u>	MILSTRIP Address <u>Code</u>	Rail <u>Ship To:</u>	Motor <u>Ship To:</u>	Parcel Post <u>Mail To:</u>
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
-------------------	--------	--	--	---

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-R-0343 MOD/AMD	Page 33 of 71
---------------------------	---	----------------------

Name of Offeror or Contractor:

***SPLC indicates Standard Point Locator Code.

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

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

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

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

[End of Clause]

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

*** END OF NARRATIVE F0001 ***

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

Page 34 of 71

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
------------------------	--------------	-------------

G-1	52.242-4007 WIDE AREA WORKFLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS APR/2008	AUG/2012
-----	---	----------

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

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

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

Invoice and Receiving Report Combo (Supplies)

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

Invoice 2-in-1 (Services)

Use for contracts that are entirely for service requirements.

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

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

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

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

Accept-By DoDAAC Code: (Indicate)

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

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

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

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

Primary Acceptor Name: TBD

Primary Acceptor e-mail: TBD

Alternate Acceptor Name: TBD

Alternate Acceptor e-mail: TBD

Contract Specialist Name: Stephanie Trainor

Contract Specialist e-mail: stephanie.n.trainor.civ@mail.mil

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

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

For ALL shelf-life items and those that require serial numbers, contractors shall include their serial numbers, manufacturing

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

Page 36 of 71

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 37 of 71

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

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	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN/2013
I-11	52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC/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	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-21	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-22	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-23	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-24	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-25	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
I-26	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-27	52.219-13	NOTICE OF SET-ASIDE OF ORDERS	NOV/2011
I-28	52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV/2011
I-29	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-30	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-31	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-32	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-33	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-34	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-35	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-36	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-37	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-38	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-39	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
I-40	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-41	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-42	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-43	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-44	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-45	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-46	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
I-47	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-48	52.232-1	PAYMENTS	APR/1984
I-49	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-50	52.232-11	EXTRAS	APR/1984
I-51	52.232-17	INTEREST	OCT/2010
I-52	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-53	52.232-25	PROMPT PAYMENT	OCT/2008
I-54	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-55	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-56	52.233-1	DISPUTES	JUL/2002
I-57	52.233-3	PROTEST AFTER AWARD	AUG/1996

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 38 of 71

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-58	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-59	52.242-13	BANKRUPTCY	JUL/1995
I-60	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-61	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
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	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-75	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-76	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
I-77	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-78	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-79	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
I-80	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-81	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-82	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-83	252.216-7004	AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL	SEP/2011
I-84	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-85	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-86	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-87	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-88	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2013
I-89	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-90	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-91	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-92	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-93	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-94	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-95	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-96	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-97	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-98	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-99	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-100	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-101	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-102	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-103	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
I-104	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
I-105	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 20 unit(s) of Item M3 Heater as specified in this contract. At least 15 calendar days before the beginning of First Article Tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 330 calendar days from the date of this contract to the PCO through the QAR marked First Article Test Report: Contract No. _____, Lot/Item No. _____.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 39 of 71
	PIIN/SIIN W56HZV-13-R-0343	MOD/AMD

Name of Offeror or Contractor:

FAT shall consist of 20 packaged M3 Heaters (drawing 5-19-1782) FAT shall include inspection and testing of all requirements per drawing 5-19-1782 and Para 4.2 of MIL-PRF-51191G (EA). A COC is required for all materials used.

A Packaging FAT is required and shall consist of 3 packaged units and inspected in accordance with P5-19-1782 and Section D of the contract. A COC is required for all materials used. The contractor is responsible for all requirements required by the drawings and specifications regardless of who conducts the testing. FAT report for both the M3 Heater and packaging shall be submitted through the local QAR to the Contracting Officer (PCO).

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)

I-106

52.216-19

ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 5,040 EACH, 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 20,160 EACH;

(2) Any order for a combination of items in excess of 20,160 EACH; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-R-0343	Page 40 of 71 MOD/AMD
---------------------------	---	--

Name of Offeror or Contractor:

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-107 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-108 252.203-7004 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.

(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)

Name of Offeror or Contractor:

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(2) An internal control system.

(i) The Contractors internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractors internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-R-0343	Page 43 of 71 MOD/AMD
---------------------------	---	--

Name of Offeror or Contractor:

system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-111 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.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 44 of 71
	PIIN/SIIN W56HZV-13-R-0343	MOD/AMD

Name of Offeror or Contractor:

(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-112 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION APR/2012

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

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

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 45 of 71
	PIIN/SIIN W56HZV-13-R-0343	MOD/AMD

Name of Offeror or Contractor:

number _____ . [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-113 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

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

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

Material	Identification No.
(If none, insert None)	

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

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

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

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

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

(h) The 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-114 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

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

Page 46 of 71

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

40 CFR Part 82 as--

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

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

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

Warning

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

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

(End of Clause)

I-115 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES

MAY/2012

(a) The Contractor, in connection with this contract, shall--

(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR Part 9904.

(2) (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(3)(i) Follow consistently the Contractor's cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(c), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)), from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted.

(2) This requirement shall apply only to negotiated subcontracts in excess of \$700,000.

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 47 of 71
	PIIN/SIIN W56HZV-13-R-0343	MOD/AMD

Name of Offeror or Contractor:

(End of clause)

I-116 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-117 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-118 252.223-7001 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.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 48 of 71
	PIIN/SIIN W56HZV-13-R-0343	MOD/AMD

Name of Offeror or Contractor:

(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-119 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

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

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

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

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

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

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

[End of Clause]

I-120 52.213-4010 ADDITIONAL GENERAL CLAUSES FEB/1997
(TACOM)

The following three FAR clauses apply to this purchase order, in addition to the other clauses contained in, or cited in, the document:

(1) CHANGES-FIXED-PRICE (AUG 1987)
52.243-1

(i) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(A) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(B) Method of shipment or packing.

(C) Place of delivery.

(ii) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(iii) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(iv) If the Contractor's proposal includes the cost of property made, obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(v) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 49 of 71****PIIN/SIIN** W56HZV-13-R-0343**MOD/AMD****Name of Offeror or Contractor:**

[End of Clause]

(2) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
52.249-1

(APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

[End of Clause]

(3) DEFAULT--FIXED-PRICE SUPPLY AND SERVICE
52.249-8

(APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. See referenced FAR cite for full provision

[End of Clause]

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

Page 50 of 71

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	A001 ENGINEERING CHANGE PROPOSAL (ECP)	07-AUG-2013	001	DATA
Exhibit B	A002 REQUEST FOR VARIANCE (RFV)	07-AUG-2013	001	DATA
Exhibit C	A003 NOTICE OF REVISION (NOR)	07-AUG-2013	001	DATA
Exhibit D	A004 FIRST ARTICLE TEST REPORT (FATR)	07-AUG-2013	001	DATA
Exhibit E	A005 RESERVED	07-AUG-2013	001	DATA
Exhibit F	A006 RECORD OF MEETING MINUTES	07-AUG-2013	001	DATA
Exhibit G	A007 QUALITY PROGRAM PLAN (QPP)	06-AUG-2013	001	EMAIL
Exhibit H	A008 CERTIFICATE OF CONFORMANCE (COC)	14-NOV-2013	001	DATA
Exhibit J	A009 PRODUCTION LOT TEST REPORT (CONTRACTOR)	07-AUG-2013	001	DATA
Attachment 0001	ATT 0001 FIRST ARTICLE TEST REPORT	14-NOV-2013	004	EMAIL
Attachment 0002	ATT 0002 PRODUCTION LOT TEST REPORT	14-NOV-2013	003	EMAIL
Attachment 0003	ATT 0003 RECORD OF MEETING MINUTES	14-NOV-2013	001	EMAIL
Attachment 0004	ATT 0004 UTILIZATION OF THE ECBC TREB LAS	14-NOV-2013	001	EMAIL
Attachment 0005	ATT 0005 DOCUMENT SUMMARY LIST	14-NOV-2013	001	EMAIL
Attachment 0006	ATT 0006 CERTIFICATE OF CONFORMANCE	14-NOV-2013	001	EMAIL
Attachment 0007	ATT 0007 RANGE PRICING WORKSHEET	13-JAN-2014	001	DATA

<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/enr/engrchange.htm>
1 Pg

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

Data Delivery Description Engineering Change Proposal
9 Pgs

Data Delivery Description Notice of Revision
2 Pgs

Data Delivery Description Request for Deviation
4 Pgs

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

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

Page 51 of 71

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.204-7	CENTRAL CONTRACTOR REGISTRATION	DEC/2012
K-2	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-3	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	DEC/2012
K-4	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-5	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-6	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-7	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-8	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JUN/2013

(a)(1) The North American Industry Classification System (NAICS) code For this acquisition is 334419.

(2) The small business size standard is 500 employees.

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

(2) If the provision 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 provision 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

Name of Offeror or Contractor:

expected to exceed the simplified acquisition threshold.

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

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

(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 USDAdesignated 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, EPAdesignated 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:

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

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

___ (A) Basic.

___ (B) Alternate I.

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

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of 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-9 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS

MAY/2013

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 the System for Award Management (SAM) database 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.

Name of Offeror or Contractor:

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

(End of provision)

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

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

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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

(End of Provision)

K-11 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS FEB/2012
(a) Definitions. As used in this provision--

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

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

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

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

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 56 of 71
	PIIN/SIIN W56HZV-13-R-0343	MOD/AMD

Name of Offeror or Contractor:

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

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

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

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

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

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

(End of provision)

K-12 52.225-18 PLACE OF MANUFACTURE SEP/2006

(a) Definitions. As used in this clause

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

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

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

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide 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-13 52.247-53 FREIGHT CLASSIFICATION DESCRIPTION APR/1984

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

Page 57 of 71

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

Offerors are requested to indicate below the full Uniform Freight Classification (rail) description, or the National Motor Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any f.o.b. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

For Freight Classification Purposes, Offeror Describes This Commodity as _____.

(End of Provision)

K-14 252.209-7995 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX APR/2013
 (DEV 2013- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW -- FISCALYEAR
 00010) 2013 APPROPRIATIONS (DEV 2013-00010)

(a) In accordance with sections 8112 and 8113 of Division C and sections 514 and 515 of Division E of the Consolidated and Further Continuing Appropriations Act, 2013, (Pub. L. 113-6), none of the funds made available by that Act for DoD (including Military Construction funds) 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; or

(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-15 252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX JAN/2012
 (DEV 2012- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION
 00004) 2012-00004)

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

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

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

(b) The Offeror represents that--

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

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

PERSONS AUTHORIZED TO NEGOTIATE

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

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

[End of Provision]

K-19 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-20 52.225-4003 IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED MAR/1990
(TACOM) KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION

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

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

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

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

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

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

Page 61 of 71

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT/2009
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)

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.

(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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 62 of 71
	PIIN/SIIN W56HZV-13-R-0343	MOD/AMD

Name of Offeror or Contractor:

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, 5 year Indefinite Delivery Indefinite Quantity 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 SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 AUG/1998

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

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

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

(End of Provision)

L-12 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) JAN/2006

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

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

Page 63 of 71

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

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

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

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

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

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

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

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

(End of Provision)

L-13 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

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

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

L-14 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-15 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL DEC/2004
(TACOM) (NEGOTIATED)

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

(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.

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

Page 64 of 71

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

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

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

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

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

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

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

[End of Provision]

L-16 52.211-4052 SOURCE NOTES ON DRAWINGS: CONFORMANCE TO MILITARY TECHNICAL DATA NOV/1982
(TACOM) REQUIREMENTS

Notwithstanding the fact that ordnance drawings furnished with this solicitation may list particular manufacturer part numbers as approved sources, or as being the same as, or equivalent to, the ordnance part described on the drawing, the item to be supplied under this solicitation must conform to all specific technical requirements expressed on such drawing(s). To the extent that there may be any inconsistency between a manufacturer's part number and specific technical requirements expressed on an ordnance drawing which references the manufacturer's part number, the specific technical requirements shall control and take precedence. Offerors shall bear the responsibility of verifying that the approved part as supplied will conform with all such specific technical requirements.

[End of Provision]

L-17 52.215-4003 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.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 65 of 71
	PIIN/SIIN W56HZV-13-R-0343 MOD/AMD	

Name of Offeror or Contractor:

(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-18 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

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

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

[End of Provision]

L-19 DA, 52.215-5111 ABILITY ONE SUBCONTRACTING CREDIT APR/2010

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-20 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:

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

Page 66 of 71

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

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

(e) Time for Filing a Protest:

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

(f) Form of Protest:

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

(g) Processing of HQAMC-Level Protests

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

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

Packages sent by FedEx or UPS should be addressed to:

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

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

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

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

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

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

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

(h) Effect of Protest on Award and Performance:

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

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

-- 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.

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

Page 67 of 71

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

(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]

L-21	52.245-4002 (TACOM)	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING	MAR/1996
------	------------------------	---	----------

(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-22	52.246-4001 (TACOM)	OFFEROR'S QUALITY ASSURANCE SYSTEM	MAY/2005
------	------------------------	------------------------------------	----------

(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.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-R-0343 MOD/AMD	Page 68 of 71
---------------------------	---	----------------------

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

[End of Provision]

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

Page 69 of 71

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.209-4006, ALT IV (TACOM)	EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT (REQUIREMENTS CONTRACT/INDEFINITE QUANTITY CONTRACT)	DEC/1999

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

(b) DELIVERY:

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

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

****NO FIRST ARTICLE TEST WAIVERS WILL BE GRANTED.****

(c) PRICE EVALUATION FACTORS:

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

****NO FIRST ARTICLE TEST WAIVERS WILL BE GRANTED.****

(2) If the offeror requests a waiver of First Article Approval requirements, but fails to separately identify the cost of First Article Testing in Section B, Item 0016AA of this solicitation, the Government reserves the right to evaluate the offer based upon the price for 0011AA, 0012AA, 0013AA, 0014AA, and 0015AA and to require that offeror perform on the contract at such price whether or not the First Article requirement is waived, at no additional cost to the Government.

(3) If the offeror requests but is not granted a waiver of First Article Approval, evaluation for award will be based upon the full amount entered for 0011AA, 0012AA, 0013AA, 0014AA, and 0015AA: the amount entered for item 0016AA will not be deducted by the Government.

[End of Provision]

M-2	52.216-4216 (TACOM)	EVALUATION CRITERIA FOR RANGE PRICING	MAY/2005
-----	------------------------	---------------------------------------	----------

a. The total evaluated price will include the following:

1. Basic CLINs 0011AA through 0015AA
2. Option CLIN N/A
3. Transportation costs if FOB Origin
4. FAT costs, if applicable

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

Page 70 of 71

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

Name of Offeror or Contractor:

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: M3 Heater 4240-00-807-6856

CLIN 0011AA

Quantity Range	Weighting Applied to Unit Price
From 1 to 3000	10%
From 3001 to 6000	10%
From 6001 to 9000	20%
From 9001 to 12000	50%
From 12001 to 15000	<u>10%</u>
	Total 100%

CLIN 0012AA

From 1 to 3000	10%
From 3001 to 6000	50%
From 6001 to 9000	20%
From 9001 to 12000	10%
From 12001 to 15000	<u>10%</u>
	Total 100%

CLIN 0013AA

From 1 to 3000	20%
From 3001 to 6000	50%
From 6001 to 9000	10%
From 9001 to 12000	10%
From 12001 to 15000	<u>10%</u>
	Total 100%

CLIN 0014AA

From 1 to 3000	20%
From 3001 to 6000	50%
From 6001 to 9000	10%
From 9001 to 12000	10%
From 12001 to 15000	<u>10%</u>
	Total 100%

CLIN 0015AA

From 1 to 3000	50%
From 3001 to 6000	20%
From 6001 to 9000	10%
From 9001 to 12000	10%
From 12001 to 15000	<u>10%</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-3

52.209-4011
(TACOM)

CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD

JAN/2001

(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

Name of Offeror or Contractor:

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-4 52.216-4006 METHOD OF PRICE EVALUATION
(TACOM)

NOV/2007

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

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

[End of Provision]

Army Contracting Command - Warren (ACC - WRN) intends to award a contract to the offeror that submits the lowest evaluated offer based on price only.

*** END OF NARRATIVE M0001 ***

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:0011-0015, 0016
B. EXHIBIT: A
C. CATEGORY: Engineering
D. SYSTEM/ITEM: M3 Heater
E. CONTRACT/PR NO.: W56HZV-13-R-0343

1. DATA ITEM NO.: A001
2. TITLE OF DATA ITEM: Engineering Change Proposal (ECP)
3. SUBTITLE: N/A
4. AUTHORITY: DI-CMAN-80639C*
5. CONTRACT REFERENCE: Section C, C-2, clause 52.248-4502 (TACOM RI) CONFIGURATION MANAGEMENT DOCUMENTATION, Section J
6. REQUIRING OFFICE: RDCB-END-D (RI)
7. DD250 REQ LT
8. APP CODE: -
9. DIST STATEMENT REQUIRED: **
10. FREQUENCY: As Required
11. AS OF DATE: N/A
12. DATE OF 1ST SUBMISSION: As Required
13. DATE OF SUBSEQUENT SUBMISSION: As Required
14. DRFT/REG/REPRO DISTRIBUTION COPIES
15. TOTAL COPIES: PAPER: 0 E-MAIL: 0 CD-ROM: 0

16. REMARKS:
See attached data delivery description for content of the ECP. Contractor format is acceptable, data must be in Gov't compatible software (i.e. Microsoft Office). MIL-HDBK-61 may be useful in defining content. **Dist Statement will be assigned and implemented by the DoD Configuration Manager. ***Electronic files must be less than 7MB. The ECP Short Form and ECP page 1 located at [://www.pica.army.mil/prod_techdata/cmdocs-links.htm](http://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: Stephanie Pepka 19. APPROVED BY: Dee Riese
18. DATE: 30 March 2013 20. DATE:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0011-0015, 0016
B. EXHIBIT: C
C. CATEGORY: Engineering
D. SYSTEM/ITEM: M3 Heater
E. CONTRACT/PR NO.: W56HZV-13-R-0343

1. DATA ITEM NO.: A002
2. TITLE OF DATA ITEM: REQUEST FOR VARIANCE (RFV) (MIL-STD-3046)
3. SUBTITLE: N/A
4. AUTHORITY: DI-CMAN-80642C*
5. CONTRACT REFERENCE: Section C,C-2 APPLICABLE DOCUMENTS, clause 52.248-4502 (TACOM RI) CONFIGURATION MANAGEMENT DOCUMENTATION
6. REQUIRING OFFICE: RDCB-END-D (RI)
7. DD250 REQ LT
8. APP CODE: -
9. DIST STATEMENT REQUIRED: **
10. FREQUENCY: As Required
11. AS OF DATE: N/A
12. DATE OF 1ST SUBMISSION: As Required
13. DATE OF SUBSEQUENT SUBMISSION: As Required
14. DRFT/REG/REPRO DISTRIBUTION COPIES
15. TOTAL COPIES: PAPER: 0 E-MAIL: 0 CD-ROM: 0

16. REMARKS: See attached data delivery description for content of the NOR. Contractor format is acceptable, data must be in Gov't compatible software (i.e. Microsoft Office). MIL-HDBK-61 may be useful in defining content. **Dist Statement will be assigned and implemented by the DoD Configuration Manager. ***Electronic files must be less than 7MB. The NOR Short Form and NOR page 1 located at [://www.pica.army.mil/prod_techdata/cmdocs-links.htm](http://www.pica.army.mil/prod_techdata/cmdocs-links.htm) are the preferred method of submission for this data item (DD Forms 1695).

17. PREPARED BY: Stephanie Pepka 19. APPROVED BY: Dee Riese
18. DATE: 30 March 2013

CONTRACT DATA REQUIREMENTS LIST
Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0020
B. EXHIBIT.....: C
C. CATEGORY.....: ENGINEERING
D. SYSTEM/ITEM.....: M3 Heater
E. CONTRACT/PR NO.....: W56HZV-13-R-0343

1. SEQUENCE NUMBER.....: A003
2. TITLE OF DATA ITEM.....: NOTICE OF REVISION (NOR) (MIL-STD-3046)
3. SUBTITLE.....:
4. DATA ITEM NUMBER.....: DI-SESS-81881
5. CONTRACT REFERENCE.....: SECTION C, C-2 CLAUSE 52.211-4015 CONFIGURATION CONTROL - ENGINEERING CHANGES; SECTION J, J-1 CLAUSE 52.204-4500 - ADDITIONAL ATTACHMENTS; - DOCUMENT SUMMARY LIST; MIL-STD-3046
6. TECHNICAL OFFICE.....: RDCB-DEM
7. DD250.....: LT
8. APP CODE.....: N/A
9. DIST STATEMENT REQUIRED.....: *
10. FREQUENCY.....: ASREQ
11. AS OF DATE.....: N/A
12. DATE OF 1ST SUBMISSION.....: ASREQ
13. DATE OF SUBSEQUENT SUBMISSION: ASREQ
14. DISTRIBUTION DRAFT/REG/REPRO COPIES: SEE ADDRESS CODE DISTRIBUTION ATTACHED** / /
15. TOTAL COPIES.....: PAPER: 0 E-MAIL: 0 CD-ROM: 0

16. REMARKS: SUBMIT AS REQUIRED. DATA MUST BE IN GOVERNMENT COMPATIBLE SOFTWARE (e.g., MICROSOFT OFFICE OR PORTABLE DOCUMENT FORMAT (pdf)).

* DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER.

** SUBMIT ELECTRONICALLY TO <mailto:USARMY.RIA.ECBC.MBX.CMACTION@MAIL.MIL>. ELECTRONIC FILES SHALL BE LESS THAN 7MB. THE PREFERRED METHOD IS THE DD FORM 1692 LOCATED AT [HTTP://WWW.DTIC.MIL/WHS/DIRECTIVES/INFOMGT/FORMS/](http://WWW.DTIC.MIL/WHS/DIRECTIVES/INFOMGT/FORMS/). CONTRACTOR FORMAT ALTERNATIVE TO THE DD FORM IS ACCEPTABLE PROVIDED THE NECESSARY DATA ELEMENTS ARE PROVIDED.

17. PREPARED BY: Stephanie Pepka 19. APPROVED BY: Dee Riese
18. DATE.....: 14 March 2013 20. DATE.....:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

 A. CONTRACT LINE ITEM NO.: 0016
 B. EXHIBIT: D
 C. CATEGORY: Quality Assurance
 D. SYSTEM/ITEM: M3 Heater
 E. CONTRACT/PR NO.: W56HZV-13-R-0343

1. DATA ITEM NO.: A004
 2. TITLE OF DATA ITEM: Test/Inspection Report
 3. SUBTITLE: First Article Test Report (FATR) (Contractor)
 4. AUTHORITY: DI-NDTI-80809B
 5. CONTRACT REFERENCE:SECTION C, C.2 SECTION E 52.209-4512 First Article Test (Contractor Testing), Attachment 0001
 6. REQUIRING OFFICE: RDCB-DES-Q
 7. DD250 REQ LT
 8. APP CODE: A**
 9. DIST STATEMENT REQUIRED: C
 10. FREQUENCY: As Required
 11. AS OF DATE: N/A
 12. DATE OF 1ST SUBMISSION: As Required
 13. DATE OF SUBSEQUENT SUBMISSION: As Required
 14. DRFT/REG/REPRO DISTRIBUTION COPIES: RDAR-DES-Q: 0 / Thru QAR*: 0 / CO (LT Only): 1
 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: Stephanie Pepka 19. APPROVED BY: Dee Riese
 18. DATE: 30 March 2013 20. DATE:

RESERVED

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

-
- A. CONTRACT LINE ITEM NO.: 0020
 - B. EXHIBIT: F
 - C. CATEGORY:
 - D. SYSTEM/ITEM: M3 Heater
 - E. CONTRACT/PR NO.: W56HZV-13-R-0343

-
- 1. DATA ITEM NO. A006
 - 2. TITLE OF DATA ITEM: Record of Meeting Minutes
 - 3. SUBTITLE: Meeting Minutes
 - 4. AUTHORITY: DI-ADMN-81505
 - 5. CONTRACT REFERENCE: Section C, C.2.1 MEETINGS/CONFERENCES, PARAGRAPH C.2.2, Attachment 0003
 - 6. REQUIRING OFC: CCTA-ADT-A
 - 7. N/A
 - 8. APP CODE:
 - 9. DIST. STATEMENT REQUIRED: X
 - 10. FREQUENCY: AS REQ
 - 11. AS OF DATE: AS REQ
 - 12. DATE OF FIRST SUBMISSION: SEE BLK 16
 - 13. DATE OF SUB: SEE BLK 16
 - 14. DISTRIBUTION A. ADDRESSEES B. COPIES PAPER E-MAIL CD-ROM
- See Block 16
- 15. TOTAL:

16. Remarks:
See attached Data Delivery Description for Content of the Record of Meeting Minutes. Contractor Format is acceptable; data must be in Government Compatible software (i.e. Microsoft Office)
. Electronic
copy delivered to E-mail as follows:
stephanie.n.trainor.civ@mail.mil

17. N/A

18. PREPARED BY: Stephanie N Pepka 19. APPROVED BY: Dee Riese
20. DATE: 30 Mar 2013. DATE:

DD FORM 1423-E

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

-
- A. CONTRACT LINE ITEM NO.: 0020
 - B. EXHIBIT.....: G
 - C. CATEGORY.....:
 - D. SYSTEM/ITEM.....: M3 Heater
 - E. CONTRACT/PR NO.....: W56HZV-13-R-0343
-

- 1. DATA ITEM NUMBER....A007
- 2. TITLE OF DATA ITEM...QUALITY PROGRAM PLAN (QPP)
- 3. SUBTITLE.....N/A
- 4. AUTHORITY.....DI-QCIC-81722*
- 5. CONTRACT REFERENCE...SECTION E, A007,
- 6. REQUIRING OFFICE....RDCB-DES-Q (RI)
- 7. DD250 REQ LT
- 8. APP CODE.....A
- 9. DISTRIBUTION STATEMENT REQUIRED...N/A
- 10. FREQUENCY.....ASREQ
- 11. AS OF DATE.....N/A
- 12. ASREQ
- 13. WHEN REVISED
- 14. DRFT/REG/REPRO DISTRIBUTION COPIES
Name Draft/Final
Contract Specialist: Stephanie Trainor 0/1
E-mail.....: stephanie.n.trainor.civ@mail.mil THRU QAR TO PCO 0/1/0
- 15. TOTAL COPIES: PAPER: 0 E-MAIL: 1 CD-ROM: 0
- 16. REMARKS

PLAN SHALL BE SUBMITTED PRIOR TO SUBMISSION OF FIRST ARTICLE TEST (FAT) (IF REQUIRED) OR PRIOR TO INITIATION OF PRODUCTION. *THE QUALITY PROGRAM PLAN SHALL ALSO INCLUDE HOW THE CONTRACTOR WILL COMPLY WITH THE REQUIREMENTS OF THE PRODUCTION LOT ACCEPTANCE TESTING (CONFORMANCE INSPECTION). *THE GOV'T HAS 14 DAYS AFTER RECEIPT OF THE PLAN FOR APPROVAL/DISAPPROVAL. IF DISAPPROVED, THE CONTRACTOR HAS 14 DAYS TO CORRECT AND RESUBMIT WITH GOV'T REVISIONS. ANY CHANGES TO THE PLAN SHALL BE SUBMITTED FOR GOV'T REVIEW AND APPROVAL PRIOR TO IMPLEMENTATION.

- 17. PREPARED BY: Stephanie Trainor 19. APPROVED BY: Dee Riese
- 18. DATE.....: 19 Nov 2013 20. DATE.....:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0020
B. EXHIBIT.....: H
C. CATEGORY.....:
D. SYSTEM/ITEM.....: M3 Heater
E. CONTRACT/PR NO.....: W56HZV-13-R-0343

1. DATA ITEM NO.....: A008
2. TITLE OF DATA ITEM.....: Certificate of Compliance
3. SUBTITLE.....: Certificate of Conformance (COC)
4. AUTHORITY.....: DI-MISC-81356A
5. CONTRACT REFERENCE.....: Section I, I-89 clause 52.209-3; Attachment 0002 - Certificate of Conformance
6. REQUIRING OFFICE.....: RDCB-DES-Q (RI)
7. DD250 REQ.....: LT
8. APP CODE.....: N/A
9. DIST STATEMENT REQUIRED.....: N/A
10. FREQUENCY.....: As Required
11. AS OF DATE.....: N/A
12. DATE OF 1ST SUBMISSION.....: As Required
13. DATE OF SUBSEQUENT SUBMISSION: As Required
14. DRFT/REG/REPRO DISTRIBUTION COPIES: QAR 0/1/0
PCO 0/1/0
RDCB-DES-Q 0/1/0
15. TOTAL COPIES: PAPER: 0 E-MAIL: 3 CD-ROM: 0

16. REMARKS:
MODIFY DI-MISC-81356, 2.I TO READ: "A STATEMENT CERTIFYING THAT ALL ITEMS FURNISHED ON THE CONTRACT ARE IN FULL COMPLIANCE WITH THE TDP, ALL SPECIFICATIONS AND CONTRACT REQUIREMENTS. SUBMIT ELECTRONICALLY TO THE PCO."

17. PREPARED BY: Stephanie Pepka 19. APPROVED BY: Dee Riese
18. DATE.....: 25 Oct 2013 20. DATE.....:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0020
B. EXHIBIT.....: J
C. CATEGORY.....:
D. SYSTEM/ITEM.....: M3 Heater
E. CONTRACT/PR NO.....: W56HZV-13-R-0343

1. DATA ITEM NO.....: A009
2. TITLE OF DATA ITEM.....: Test/Inspection Reports
3. SUBTITLE.....: Production Lot Acceptance Test Report (Contractor)
4. AUTHORITY.....: DI-NDTI-80809B
5. CONTRACT REFERENCE.....: Section E, E-6 clause 52.246-4520 - Production Lot Testing (Conformance Inspection - Contractor);
Attachment 0005 - Document Summary List
6. REQUIRING OFFICE.....: RDCB-DES-Q
7. DD250 REQ.....: LT
8. APP CODE.....: **
9. DIST STATEMENT REQUIRED.....: C
10. FREQUENCY.....: As Required
11. AS OF DATE.....: N/A
12. DATE OF 1ST SUBMISSION.....: As Required
13. DATE OF SUBSEQUENT SUBMISSION: As Required
14. DRFT/REG/REPRO DISTRIBUTION COPIES: ACO /1/0
THRU QAR /1/0
PCO /1/0
15. TOTAL COPIES: PAPER: 0 E-MAIL: 3 CD-ROM: 0

16. REMARKS:
*THIS REPORT SHALL BE SUBMITTED AT THE COMPLETION OF A NEW PRODUCTION LOT. REPORT SHALL BE SUBMITTED TO THE QUALITY ASSURANCE REPRESENTATIVE (QAR) WHENEVER A NEW LOT OF MATERIAL HAS COMPLETED TESTING. PRIOR TO BEGINNING PRODUCTION, THE CONTRACTOR SHALL SUBMIT A QUALITY PLAN TO THE QAR FOR REVIEW AND APPROVAL, ON HOW THEY WILL COMPLY WITH THE REQUIREMENTS OF THE PRODUCTION LOT TEST. ONCE THE QAR APPROVES THE QUALITY PLAN FOR THE PRODUCTION LOT TESTING, THE APPROVED METHOD WILL BE USED THROUGHOUT THE LIFE OF THE CONTRACT TO VALIDATE COMPLIANCE WITH THE CONTRACT CLAUSE. QAR WILL PROVIDE WRITTEN APPROVAL OF THE QA PLAN TO THE CONTRACTOR.
**THE CONTRACTOR SHALL SUBMIT THE PRODUCTION LOT TEST REPORT TO THE QAR ON A DD1222 OR COMPARABLE DOCUMENT FOR ACCEPTANCE WITHIN TEN DAYS OF COMPLETION OF THE TESTING. THE QAR HAS 10 WORK DAYS AFTER RECEIPT TO REVIEW AND PROVIDE APPROVAL/DISAPPROVAL IN WRITING TO THE CONTRACTOR. APPROVAL OF THE PRODUCTION LOT TEST REPORT SHALL BE APPROVAL OF THE LOT.

17. PREPARED BY: Stephanie Pepka 19. APPROVED BY: Dee Riese
18. DATE.....: 24 OCT 2013 20. DATE.....:

DATA DELIVERY DESCRIPTION TEST/INSPECTION REPORT
DI-NDTI-80809B (24 Jan 1997)

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

Requirements:

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

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

2 . 1 . 1 Cover and title page. The following information shall appear on the outside front cover and title page:

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

2 . 1 . 2 Table of contents. The table of contents shall identify the following:

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

2 . 1 . 3 Introduction. The introduction shall include the following information:

2 . 1 . 3 . 1 Test/inspection objective(s). The specific test/inspection objective(s) as specified in the contract tasking document.

2 . 1 . 3 . 2 . Item(s) tested/inspected. Complete identification of the item(s) tested/inspected including the following:

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

2 . 1 . 3 . 3 . Test/inspection requirements. Complete identification of the test/inspection requirements correlated to contractual requirements including the following:

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

2 . 1 . 4 . Summary. Complete test/inspection report summary including the following:

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

2 . 1 . 5 Reference documents. Complete identification of all documents reference in the test/inspection report including the following, as applicable:

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

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

2 . 1 . 6 Body of report. The body of the test/inspection report shall be as follows:

2 . 1 . 6 . 1 Test equipment identification. Complete identification of each item of test equipment used in the test/inspection including the following.

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

2 . 1 . 6 . 2 Test/inspection facility installation and set-up. Complete description of the physical set-up used in conducting the test/inspection to include the following.

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

2 . 1 . 6 . 3 Test/inspection procedures. Complete description of the procedures used in conducting the test/inspection to include the following:

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

2 . 1 . 6 . 4 Test/inspection results and analysis. A copy of all test/inspection results and analysis to include the following:

2 . 1 . 6 . 4 . 1 Recorded data. The actual recorded data (for example, log book entries, oscillographs, instrument readings, plotter graphs). If the recorded data is extensive, provide it in an appendix.

2 . 1 . 6 . 4 . 2 Test/inspection results. Identification of all test/inspection results to include the following:

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

2 . 2 . 6 . 5 Conclusions. Test/inspection conclusions distinguished between objective and subjective to include the following:

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

2 . 2 . 6 . 6 Recommendations. Recommendations appropriate to the test/inspection results and conclusions including the following:

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

2 . 2 . 7 Authentication. The following certifications shall be included, as applicable:

2 . 2 . 7 . 1 Authentication of test/inspection results. A statement that the test/inspection was performed in accordance with applicable test/inspection plans and procedures, and that the results are true and accurate. The authentication shall include the signature of the contractor personnel that performed the test(s)/inspection(s), a contractor representative authorized to make such certification, and any government witnesses.

2 . 2 . 7 . 2 Authentication of prior validation. A statement identifying those requirements not tested/inspected or measured that were previously validated. Include identification of the data and method employed for such validation (for example, prior test/inspection, analytical verification, equivalent item, and so on). The authentication shall include the signature of a contractor representative authorized to make such authentications and any government witness.

2 . 2 . 7 . 3 Authentication of acceptability. A statement that the item tested/inspected either passed or failed item acceptability requirements. This authentication shall include the signature of a contractor representative authorized to make such authentication and any government witness.

2 . 2 . 8 Appendices. Appendices shall be used to append detailed test/inspection data, drawings, photographs, or other documentation too voluminous to include in the main body of the report. This includes referenced documentation not previously provided by the government, and test/inspection reports from any associated test/inspection activity that may have performed some of the testing/inspecting requirements.

PIIN/SIIN W56HZV-13-R-0343

MOD/AMD

ATT/EXH ID Attachment 0002

PAGE 1

The Data Delivery Description (DDD) for Attachment 0002 Production Lot Test Report is the same as in Attachment 0001.

DATA DELIVERY DESCRIPTION
RECORD OF MEETING MINUTES
DI-ADMN-81505 (20 Nov 1995)

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

Requirements:

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

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

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

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

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

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

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

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

DOCUMENT SUMMARY LIST

 Item Name.: M3 Heater
 NSN.....: 4240-00-080-7685
 Part Number: MILH51191

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

Most unclassified Defense specifications, standards, and data item descriptions may be downloaded from the following website:
<http://assistdocs.com>.

DOCUMENT CATEGORY:

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

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

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

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

Document Number (Contract Reference)	Document Title	Document Date/ Document Category
1a. N/A	Section C titled: Configuration Management Documentation	N/A Cat 2
1b. DI-CMAN-80639C (seq A001)	Engineering Change Proposal (ECP)	30 Sep 00 Cat 1 (CDRL A001)
1c. DI-CMAN-80640C (seq A002)	Request for Deviation (RFD)	30 Sep 00 Cat 1 (CDRL A002)
1d. DI-CMAN-80642C (seq A003)	Notice of Revision (NOR)	30 Sep 00 Cat 1 (CDRL A003)

2a. ANSI/ISO/ASQC Q9001-2008	American National Standard Quality Management Systems Requirements	15 Nov 08
2b. ISO/IEC 17025	General Requirement for the Competence of Testing and Calibration Laboratories	15 May 05

3a.	Item Specification	
3b. DI-NDTI-80809B (DD Form 1423)	Test/Inspection Report First Article Test Report (FATR)	24 Jan 97 Cat 1 (CDRL A004)

4a. ES 6042 (52.246-4530 (TACOM (RI)))	Item Specification (Government)	

4b. DI-NDTI-80809B (DD Form 1423)	Test/Inspection Report Production Lot Acceptance Test Report	24 Jan 97 Cat 1	(CDRL A005)

5a. ES 6043 (52.246-4520 (ECBC-RI))	Item Specification (Contractor)		
5b. DI-NDTI-80809B (DD Form 1423)	Test/Inspection Report Production Lot Acceptance Test Report	24 Jan 97 Cat 1	(CDRL A006)

6a. CDRL A008 (SOW)	Meeting Minutes	N/A Cat	
6b. DI-ADMN-81505	Report, Record of Meeting Minutes	20 Nov 95 Cat	(CDRL A008)

7. DI-MISC-81356A	Certificate of Compliance Certificate of Conformance	18 Dec 07 Cat 1	(CDRL A007)

8. DI-QCIC-81722	Quality Program Plan (QPP)	18 Dec 07 Cat 1	(CDRL A009)

END OF DOCUMENT SUMMARY LIST

DATA ITEM DESCRIPTION

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

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

This DID supersedes DI-MISC-81356.

Requirements:

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