

1. Request No. W56HZV-13-T-0394	2. Date Issued 2013OCT02	3. Requisition/Purchase Request No. See Schedule	4. Cert For Nat Def. Under BDSA Reg. 2 and/or DMS Reg. 1	Rating DOA4
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5A. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-HTB-D WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL	6. Deliver by (Date) See Schedule
	7. Delivery <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other

5B. For Information Call: (Name and telephone no.) (No collect calls) MITCH ANTONICH (586) 282-3497 EMAIL: MITCHELL.ANTONICH@US.ARMY.MIL	
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8. To: Name and Address, Including Zip Code	9. Destination (Consignee and address, including Zip Code) See Schedule
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10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date) 2013NOV04	IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.
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11. Schedule (Include applicable Federal, State, and local taxes)

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

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

NOTE: Additional provisions and representations are are not attached.

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

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MOD/AMD

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

Buyer Name: MITCH ANTONICH
Buyer Office Symbol/Telephone Number: CCTA-HTB-D/(586)282-3497
Type of Contract: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders
Weapon System: M939 Family of Vehicles (Includes M939A1)

*** End of Narrative A0000 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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=W56HZV13T0394

(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.

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Name of Offeror or Contractor:

[End of Provision]

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

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

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

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

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

[End of clause]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001	SUPPLIES OR SERVICES AND PRICES/COSTS 140 AMP ALTERNATOR KIT NSN: 2920-01-371-6064 FSCM: 19207 PART NR: 57K6104																						
0001AA	<p><u>Production Quantity</u></p> <p>GENERIC NAME DESCRIPTION: 140 AMP ALTERNATOR KIT CLIN CONTRACT TYPE: Firm Fixed Price PRON: EH2V3211EH PRON AMD: 02 AMS CD: 070011</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 57K6104 DATE: 14-FEB-2012</p> <p>TDP is competitive with purchased parts estimated at more than 50% of the total item cost.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W56HZV1344T844</td> <td>W562RM</td> <td>J</td> <td></td> <td>2</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>10</td> <td>0270</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W562RM) SU WOMC ARMY GENERAL SUPPLY DLA DISTRIBUTION RED RIVER HIGHWAY 82 WEST TEXARKANA, TX, 75507-5000</p> </p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W56HZV1344T844	W562RM	J		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	10	0270	10	EA	\$ _____	\$ _____
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	W56HZV1344T844	W562RM	J		2																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																					
001	10	0270																					

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<p><u>DATA ITEM: 1ST ARTICLE TEST REPORT</u></p> <p>GENERIC NAME DESCRIPTION: FIRST ARTICLE TEST REPORT CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>A FIRST ARTICLE TEST REPORT IS REQUIRED IN ACCORDANCE WITH THE CLAUSE ENTITLED "FIRST ARTICLE APPROVAL-- CONTRACTOR TESTING," FAR 52.209-3.</p> <p>THE PRICE FOR FIRST ARTICLE TESTING IN THE TOTAL AMOUNT OF \$_____, IS INCLUDED IN THE TOTAL AMOUNT(S) FOR CLIN(S): 0001AA.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 30</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1 0180</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00006) SEE FIRST ARTICLE TEST CLAUSE FOR DISTRIBUTION</p>	1	EA	\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<p><u>DISTRIBUTION DATA REPORT</u></p> <p>GENERIC NAME DESCRIPTION: DISTRIBUTION DATA REPORT</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SEE CLAUSE 52.247-4458</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1 0270</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009) SEE BELOW</p> <p>Distribution Data Report, pursuant to the requirements of TACOM clause 52.247-4458.</p> <p>The price for the Distribution Data Report in the amount of \$_____ is included in the total amount for Item 0001AA.</p> <p>Note: There is a payment withhold associated with nondelivery of this report, please see the TACOM clause.</p> <p>(End of narrative F001)</p>	1	EA	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	140 AMP ALTERNATOR KIT NSN: 2920-01-371-6064 FSCM: 19207 PART NR: 57K6104				
0002AA	<p><u>UNEXERCISED OPTION CLIN</u></p> <p>10</p> <p>EA</p> <p>\$ _____</p> <p>\$ _____</p> <p>GENERIC NAME DESCRIPTION: 140 AMP ALTERNATOR KIT CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE NUMBER 72 ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 57K6104 DATE: 04-FEB-2012</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 10 UNDEFINITIZED</p>	10	EA	\$ _____	\$ _____

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>See Clause 52.247-4017 for potential destinations.</p> <p>(End of narrative F001)</p>				

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

6 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;

(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 (NT).

(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.

Name of Offeror or Contractor:

(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.

(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]

7 52.211-4053 REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) MAR/2006

(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the Army Contracting Command - Warren (DTA)'s Acquisition Center's web-site. Directions for reaching our website and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Specifications and standards affected are: MIL-DTL-53072, MIL-STD-889.

(c) The CIODS listing that contains the required tailoring language is on the Army Contracting Command - Warren (DTA)'s web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/acqinfo/ciods.html>

[End of Clause]

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Name of Offeror or Contractor:

8 52.211-4072 TECHNICAL DATA PACKAGE INFORMATION JUL/2012

The following Xd item applies to this solicitation:

- [] 1. There is no Technical Data Package (TDP) included with this solicitation.
- [] 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: -1-
TDP Link (URL): -2-
- [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/W56HZV13T0394>

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. 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]

9 52.246-4053 USE OF MIL-STD 1916 JAN/2001
(TACOM)

The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD-1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV for major characteristics and VL II for minor characteristics. MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916.

[End of Clause]

10 52.211-4008 DRAWING LIMITATIONS NOV/2005
(TACOM)

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Name of Offeror or Contractor:

(a) The drawings supplied with this contract are not shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:

- (1) depict the completed (item(s), and
- (2) serve as the basis for inspection of the completed item(s).

(b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.

(c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.

(d) You, the contractor, are responsible for obtaining all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.

(e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

(End of Clause)

11 52.211-4011 ACQUISITION OF MANUFACTURER'S PART NUMBER: COMPONENTS FEB/1998
(TACOM)

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

[End of Clause]

PACKAGING AND MARKING

12 52.211-4514 PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS) DEC/2007
(TACOM)

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the requirements in the specification/standard defined below.

(b) The following requirements shall apply:

- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: A
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIFICATION/STANDARD: MIL-STD-2073-1D

(c) The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions below. Any design changes or

Name of Offeror or Contractor:

changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO with copies to the ACO. The government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing.

(d) Marking:

(1) In addition to any special markings called out by the specification/standard above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Change Notice 4, dated 19 Sep 2007, including bar coding and Military Shipment Label (MSL). The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order 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 material will not identify the nature of the material. NOTE: 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. 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.

(e) Heat Treatment and Marking of Wood Packaging Materials(MWP): Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an accredited agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with https://www.ipcc.int/servlet/BinaryDownloaderServlet/133703_ISPM15_2002_with_Ann.pdf?filename=1152091663986_ISPM15_2002_with_Annex1_2006_E.pdf&refID=133703 and be marked with an ALSC approved dunnage stamp, marked at two foot intervals (in the case of dunnage shorter than 2 feet, each piece must still have the mark present). Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(f) Hazardous Materials (As applicable):

(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.)

(2) When applicable, packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

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

(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. 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: N/A

(End of Clause)

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item. This information is used by the Government for estimating shipment costs, storage planning and transport security.

(b) The Distribution Data Report shall be emailed to *HYPERLINK "mailto:tacom-lcmc.ilsc_packaging@mail.mil" tacom-lcmc.ilsc_packaging@mail.mil, with a copy to the ACO and Buyer identified on the front page of this contract. Distribution Data shall be provided at the time of the first shipment of each deliverable item. Upon submittal of the Distribution Data, the contractor shall submit a Materiel Inspection and Receiving Report (MIRR) through Wide Area Workflow (WAWF) with a "Ship To" address code of W56HZV. Acceptance by the ACO of a MIRR in WAWF is required for final payment. Until Distribution Data is accepted, one thousand dollars (\$1000), or 10% of the final payment, whichever is less, may be withheld.

(c) Definitions of technical terms used in the packaging and distribution are defined in ASTM D996. Provide the sizes in inches and fractions of an inch rounded to the nearest 1/8 inch. Provide weights in pounds. Record weights only to the nearest 1/10 pound. A digital photo attached to the e-mail is optional.

(d) This form is also available at <http://contracting.tacom.army.mil/acqinfo/contractorforms.htm>

DISTRIBUTION DATA REPORT

DISTRIBUTION DATA for Contract Number: _____

1. ITEM

a. ITEM DESCRIPTION

National Stock Number (NSN): _____ Part Number & FSCM /CAGE: _____

Provide the contract, NSN, and the part Number & FSCM /CAGE shown in Section B.

(Digital photos attached to the e-mail are optional.)

b. ITEM SIZE (UNPACKAGED): Length _____ x Width _____ x Depth _____

Provide the overall dimensions of the item. Provide the size as configured for shipment; i.e. coiled size, folded size, or retracted size. For kits and items of separate parts, provide size as nested and oriented for shipment within the unit package. This size may be the inside size of the unit package.

c. ITEM WEIGHT (UNPACKAGED): _____

Provide the weight of the unpackaged item.

2. UNIT PACKAGE

a. UNIT PACKAGE DESCRIPTION: _____

Describe any preservatives applied and the unit package. Examples:

(1) The unit package consists of the item, wrap, desiccant, and bag with marking.

(2) The unit package consists of the item, internal and external preservative, wrap, blocking and box with marking.

(3) The unit package consists of the item, wrap (impregnated with a volatile corrosion inhibitor), cushioning, bag and box with marking.

(4) The unit package consists of the item, fastened to a skid base with marking.

b. UNIT PACKAGE SIZE: Length _____ x Width _____ x Depth _____

Provide the exterior dimensions of the unit package.

c. UNIT PACKAGE WEIGHT: _____

Provide the weight including the item and unit packaging.

3. SHIPPING CONTAINER

a. SHIPPING CONTAINER DESCRIPTION: _____

Describe the shipping container. Indicate the number of unit packages in the shipping container.) Examples:

(1) The shipping container is a box. Each shipping container contains 100 unit packages.

(2) The shipping containers are two (2) different boxes. The large shipping containers contain eight (8) unit packages and the small shipping container contains two (2) unit packages. (Provide a size and weight for each shipping container.)

(3) The shipping container is the unit package box. One shipping container contains 1 (one) item.

(4) The shipping containers are unit package box 1 of 2 and unit package box 2 of 2. The two (2) partial unit package boxes contain 1 (one) item, a kit. (This example applies to large kits only. Provide a size and weight for each shipping container.)

b. SHIPPING CONTAINER SIZE: Length _____ x Width _____ x Depth _____

Provide the exterior dimensions of the shipping container.

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c. SHIPPING CONTAINER WEIGHT: _____

Provide the shipping container weight including the unit packs, dunnage, intermediate and exterior packing.

4. UNITIZED LOAD _____

a. UNITIZED LOAD-DESCRIPTION:

Describe the unitized load. Indicate the number of shipping containers in the unitized load. Examples:

(1) The unitized load consists of shipping containers, stacked and unitized onto a pallet or platform base for handling and transport. Each unitized load consists of 12 shipping containers on one (1) pallet.

(2) The unitized load consists of shipping containers, stacked and unitized onto a pallet or platform base for handling and transport. Three (3) unitized loads consist of 16 shipping containers on one (1) pallet. One (1) unitized load consists of 4 shipping containers on one (1) pallet. (Provide a size and weight for each unitized load below.)

(3) The unitized load consists of a shipping container with skids, rubbing strips, or other base for handling and transport. Each unitized load consists of a single shipping container.

(4) The unitized load consists of a shipping container only, without pallet, skid, or platform base for handling and transport. (This example applies only to small shipping containers where no pallet / handling base is required for handling and transport.)

b. UNITIZED LOAD-SIZE: Length_____ x Width_____ x Depth _____

Provide the exterior dimensions of each unitized load assembled for handling and transport.

c. UNITIZED LOAD-WEIGHT: _____

Provide the weight of each unitized load including the shipping container / containers, pallet, dunnage, unitizing wraps and strapping.

5. SPECIAL NOTES: _____

Indicate if:

- The item requires regulatory license or special security provisions for transport.

- The item is considered dangerous goods for transport as specified in CFR 49.

- The item requires electrostatic sensitive marking or magnetic marking.

- Item shelf life remaining is less than one (1) year. (Shelf life is the total period of time beginning with the date of manufacture, cure, or assembly that an item may remain in combined wholesale and retail storage, and still remain usable. Typical shelf-life items include food, medicines, batteries, paints, sealants, adhesives, film, tires, chemicals, packaged petroleum products, hoses/belts, o-rings, and Nuclear/Biological/Chemical equipment and clothing.)

[End of Clause]

INSPECTION AND ACCEPTANCE

14	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
15	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
16	52.209-4000 (TACOM)	NOTICE REGARDING FIRST ARTICLE TEST SAMPLE	MAR/2000

(a) The approved first article items, as described elsewhere in this contract, consist of a quantity of 6 each of P/N 12505098, 2 each of P/N 12505097 and 2 each of P/N 12505102 that will be consumed or destroyed in testing. Any items consumed or destroyed in testing shall not be delivered as part of the contractually required quantity as set forth in the schedule. The cost of any items that are consumed or destroyed shall be included in the overall offer or contract price. A quantity of 1 each of the above part numbers that successfully passes all specified tests, less the destructive tests, if any, SHALL serve as a manufacturing standard for the remainder of the contract.

(b) A manufacturing standard is an item, which conforms to all technical performance requirements. A manufacturing standard will serve as 1) an aid in identifying configuration changes not controlled by the contractual design. 2) as an aid in identifying any process changes, or 3) as the approved workmanship sample, when required, unless alternate samples are submitted for specific characteristics by the Contractor and approved by the Government.

(c) The manufacturing standard will only be used to supplement contractual acceptance/rejection criteria for those process characteristics that require approved workmanship samples. For other characteristics, if configuration or process changes are identified in production units, the contractor will notify the contracting officer for disposition. Manufacturing items that serve as a manufacturing standard may be delivered as part of the contractual quantity with the last shipment made under this contract provided it meets all contractual requirements existing at time of delivery.

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Inspection specification MIL-DTL-53072. All painting procedures, including process stages, materials, times, temperatures, humidity, and process control methods, shall be submitted to and approved by the Contracting Officer prior to painting. A copy of the paint procedure documents shall also be sent to the Tank Automotive Research, Development and Engineering Center (TARDEC) for concurrence at the following address:

TARDEC EBG Materials Environmental Corrosion Team
Bldg. 200A, Mail Stop 267, 2nd Fl
Tank Automotive Research, Development and Engineering Center
6501 E. Eleven Mile Rd.
WARREN, MI 48397-5000

2) Noted exceptions, additional or special instructions are as follows:

(a) Chemical conversion coatings and pretreatments for ferrous surfaces (Base for Organic Coatings).

(i) Non-stainless steel

(1) Chemical conversion coatings and pretreatments shall be IAW Fed Spec TT-C-490 (Type I or V). Approval and production part submission requirements listed in paragraphs (b)(1)(i)(C) through (b)(1)(i)(E) below apply only to zinc phosphate conversion coatings and pretreatment coatings identified in Fed Spec TT-C-490 (Type I and V).

(2) Rinses/sealers containing hexavalent chromium shall not be used. Trivalent Chromium Process (TCP) or other equivalent products shall be used.

(3) If the contractor has a government-approved process already in place; pre-production approval in accordance with (IAW) section 3 of TT-C-490 may be waived or amended at the discretion of the government. Requests for Deviation (RFD) shall be submitted to the government for approval.

(4) Once pre-production approvals are met for Types I and V per section 3.0 of TT-C-490, monthly Quality Assurance (QA) checks using three production parts shall be performed by the vendor. If a lot represents more than one month's production, testing shall be performed once per month with no less than 25-day intervals between samples. If a lot represents less than a month of production, then the QA shall be performed on each lot. All results shall be recorded and submitted to the Army Research Laboratory for approval.

(5) Section 3.2.21 of TT-C-490 requires that coated production parts be sent to the Army Research Laboratory for evaluation and testing. Prior to production painting, vendor shall receive written approval from the Army Research Laboratory, based on statistical production sample testing.

(6) Vendor shall send coated production parts IAW TT-C-490 to the Army Research Laboratory CARC Commodity Manager at the following address:

US Army Research Laboratory
Attn: John Escarsega
AMSRD-ARL-WM-MC
Deer Creek Loop, Bld. 4600
APG, MD 21005

(7) Production parts to be tested shall be accompanied by the following information: (a) Company name; (b) Contract number; (c) Material from which the production parts were made and the processes used; (d) Explanation as to why production parts are being submitted and (e) Vendor Point of Contact.

(ii) Stainless Steel:

(1) Stainless steel surfaces shall be cleaned IAW MIL-DTL 53072 section 3.2.

(2) DOD-P-15328 and MIL-C-8514 shall not be used due to their hexavalent chromium content. Following cleaning, stainless steel surfaces shall be pretreated using one of the following methods:

(a) Mechanical blasting IAW SSPC-10. NOTE: Mechanical blasting may not be suitable for thin sheet stainless steel.

(b) Conversion Coatings: A non-hexavalent chromium substitute that meets the performance requirements of DOD-P-15328 may be used.

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3) Chemical conversion coatings and pretreatments for non-ferrous surfaces.

(a) Aluminum surfaces and aluminum alloys: All aluminum and its alloys require cleaning and pretreatment prior to painting or for standalone conversion coatings.

(i) Use the following: MIL-DTL-81706 Type II Class 1A or when low electrical resistance is required, use MIL-DTL-81706 Class 3 or ASTM B 921, Table 1 Standard Specification for Non-Hexavalent Chromium Conversion Coatings on Aluminum and Aluminum Alloys.

(ii) Applications, quality assurance and coating requirements in MIL-DTL-81706 shall be IAW spec MIL-DTL-5541 Chemical Conversion Coatings on Aluminum and Aluminum Alloys.

(iii) Anodizing - Anodic Coatings shall be in IAW with MIL-A-8625 Anodic Coatings for Aluminum and Aluminum Alloys. Rinses/sealers containing hexavalent chromium shall not be used.

(b) E-coating (Electrocoat Primer) shall be IAW MIL-DTL-53084:

(i) E-coat application shall be done in accordance with written instructions from the E-coat QPL supplier.

(ii) Ferrous and zinc/zinc alloy coated surfaces shall be cleaned and pretreated with a Type 1 zinc phosphate coating IAW Fed spec TT-C-490 plus any additional requirements from the e-coat QPL supplier.

(iii) All pre-production E-coat test parts shall be scribed IAW ASTM D 1654, section 4.1.1 or 4.1.2 and then undergo 1000 hours of salt spray ASTM B117 for non-galvanized surfaces, or 40 cycles of SAE J2334 or GMW14782 on galvanized surfaces, unless otherwise directed in the contract.

(iv) Once samples are approved and production has begun: The coating contractor shall, on a monthly basis or as agreed upon, perform a corrosion audit by E-coating three (3) production parts through the actual production line. The production parts shall then be scribed IAW ASTM 1654, section 4.1.1 or 4.1.2 and be tested for a period of 336 hours IAW ASTM B117 neutral salt fog test, or 20 Cycles of SAE J2334 or GMW14782 for galvanized surfaces.

(v) On a yearly basis: the E-coat corrosion audit shall consist of taking three (3) production parts run through the actual production line. The test production parts shall then be scribed IAW ASTM D 1654, section 4.1.1 or 4.1.2 and be tested for a period of 1000 hours salt spray IAW ASTM B117, or a 40 Cycle test IAW SAE J2334 or GMW14782 for galvanized surfaces. All results shall be recorded and submitted to the Army Research Laboratory for approval at the following address:

US Army Research Laboratory
Attn: John Escarsega
AMSRD-ARL-WM-MC
Deer Creek Loop, Bld. 4600
APG, MD 21005

(vi) After corrosion testing, all samples shall pass the requirements of:

(1) ASTM D3359: Standard Test Method for Measuring Adhesion by Tape Test. Adhesion rating shall be no greater than classification 3B, FIG. 1.

(2) ASTM D610: Standard Test Method for Evaluating Degree of Rusting on Painted Steel Surfaces. Rust Ratings shall be no lower than grade 9, Table 1.

(3) ASTM D714: Standard Test Method for Evaluating Degree of Blistering of Paints. Blistering of paint, shall be no greater than Few, Blister size 4 Fig. 2 and no more than 5 blisters per 24 in square.

(4) ASTM D 1654 Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments. Creepage from scribe shall be no greater than Rating 6 of Table 1. Evaluation of unscribed area shall not be greater than rating number 9 of Table 2.

4) Powder coating (primer) selection, application and QC requirements:

(a) Powder coat primer shall be selected from the qualified products list for MIL-PRF-32348.

(b) All cleaning and conversion coatings prior to powder coating of surfaces and quality inspection shall be IAW MIL-DTL-53072, except cleaning and conversion coatings containing hexavalent chromium shall not be used.

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(c) Cleaning and pretreatment shall be IAW above paragraphs that address the substrate being used.

[End of Clause]

20 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]

21 52.242-4008 ROUTING OF SPECIAL PROCESS APPROVALS DEC/2005

(a) The Technical Data Package for this contract contains one or more of the following specifications:

MIL-DTL-16232 Phosphate Coating, Heavy, Manganese or Zinc Base
TT-C-490 Chemical Conversion Coatings and Pretreatment for Ferrous Surfaces (Base for Organic Coatings)
MIL-W-12332 Welding Resistance, Spot: Weldable Aluminum Alloys
MIL-W-45210 Welding Resistance, Spot: Weldable Aluminum Alloys
*Drawing 12479550 Ground Combat Vehicle Welding Code - Steel
*Drawing 12472301 Ground Combat Vehicle Welding Code - Aluminum

* If these drawings are not available with your procurement package, you are referred to the TACOM Procurement Network for access to the documents at the following website address: http://contracting.tacom.army.mil/engr/gcv_weldingcodes.htm

(b) The specifications listed in paragraph 1 may require you to get approval from the Government prior to production for one or more special processes involved in producing the item. The following shall apply, unless stated elsewhere in the contract:

(1) You shall prepare the written procedures as the specification requires.

(2) Procedures requiring Government approval shall be routed to the Administrative Contracting Officer (ACO) for review and approval. If the ACO is unable to perform a review, the ACO shall forward the procedure to the Procuring Contracting Officer (PCO) for assistance in the review and approval process. The correct address for the PCO is on the face page of this contract.

(3) You shall cite (i) the contract number and (ii) the governing specification or standard on all procedures you submit for approval.

(4) The DCMA will provide a copy of their approval/rejection notices to the PCO.

(5) DCMA is required to qualify the processes of the major coating subcontractors used by the prime contractors.

[End of Clause]

22 52.246-4028 INSPECTION AND ACCEPTANCE POINTS: ORIGIN NOV/2005

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

INSPECTION POINT:

 (Name) (CAGE)

 (Address) (City) (State) (Zip)

ACCEPTANCE POINT:

 (Name) (CAGE)

 (Address) (City) (State) (Zip)

[End of Clause]

23 52.246-4048 DRAWINGS FOR INSPECTION NOV/2012
 (TACOM)

When requested, the Contractor shall make available to the Government Inspector, the drawings, specifications and any applicable Engineering Exceptions associated to the drawings, to which the product was manufactured. Upon completion of product inspection and acceptance by the Government Inspector, all drawings, specifications and Engineering Exceptions, will be returned to the Contractor.

If the contractor is not the actual manufacturer of the item being procured (i.e. dealer, distributor, etc.) the contractor shall ensure that subcontractor drawings are available for review to support the Government's inspection requirements.

(End of Clause)

DELIVERIES OR PERFORMANCE

24	52.242-15	STOP-WORK ORDER	AUG/1989
25	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
26	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
27	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2013) -- ALTERNATE I (DEC 2011)	DEC/2011

28	252.211-7006	PASSIVE RADIO FREQUENCY IDENTIFICATION	SEP/2011
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(a) Definitions. As used in this clause--

"Advance shipment notice" means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

"Bulk commodities" means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

"Case" means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

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"Electronic Product Code\TM\ (EPC)" means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC\TM\ data consists of an EPC\TM\ (or EPC\TM\ identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC\TM\ tags. In addition to this standardized data, certain classes of EPC\TM\ tags will allow user-defined data. The EPC\TM\ Tag Data Standards will define the length and position of this data, without defining its content.

"EPCglobal" means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

"Exterior container" means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

"Palletized unit load" means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

"Passive RFID tag" means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal\TM\ Class 1 Generation 2 standard.

"Radio frequency identification (RFID)" means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

"Shipping container" means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that--

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

(A) Subclass of Class I--Packaged operational rations.

(B) Class II--Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP--Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV--Construction and barrier materials.

(E) Class VI--Personal demand items (non-military sales items).

(F) Subclass of Class VIII--Medical materials (excluding pharmaceuticals, biologicals, and reagents--suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX--Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at <http://www.acq.osd.mil/log/rfid/> or to--

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to--

(B) The following location(s) deemed necessary by the requiring activity:

Contract line, subline, or exhibit line item number	Location name	City	State	DoDAAC
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0001AA	DLA Distribution Red River	Red River	TX	W562RM
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Name of Offeror or Contractor:

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall--

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC\TM\ Tag Data Standards in effect at the time of contract award. The EPC\TM\ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal\TM\ subscriber and possesses a unique EPC\TM\ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC\TM\ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1) of this clause.

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

29 52.242-4022 DELIVERY SCHEDULE
(TACOM)

SEP/2008

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

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

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

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-13-T-0394

MOD/AMD

Name of Offeror or Contractor:

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD	
0001AB	1	FAT REPORT	180 Days (Due to ACO)
0001AA	10		270 Days
0001AC	1	Report	270 Days
0002AA	10	UNDEFINITEZED - Delivery Schedule will be provided at the time of option	

exercise.

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD	
0001AA	10		90 Days
0001AC	1	Report	90 Days
0002AA	10	UNDEFINITEZED - Delivery Schedule will be provided at the time of option	

exercise.

(d) Accelerated delivery schedule IS acceptable.

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

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

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD	
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(2) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD	
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[End of Clause]

30 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009
 (TACOM) ADDRESSES

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

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

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin	Transportation Officer XU Def Dist Depot San Joaquin	Transportation Officer Dist Depot San Joaquin P O Box 96001
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MOD/AMD

Name of Offeror or Contractor:

		25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.**NOTE:** The following is applicable only when so specified in an individual order or delivery increment:

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

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

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

[End of Clause]

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-13-T-0394

MOD/AMD

Name of Offeror or Contractor:

CONTRACT ADMINISTRATION DATA

31 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS

MAY/2013

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov/> and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

-1-

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

-2-

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	-3-
Issue By DoDAAC	-4-
Admin DoDAAC	-5-
Inspect By DoDAAC	-6-
Ship To Code	-7-
Ship From Code	-8-
Mark For Code	-9-
Service Approver (DoDAAC)	-10-
Service Acceptor (DoDAAC)	-11-
Accept at Other DoDAAC	-12-
LPO DoDAAC	-13-
DCAA Auditor DoDAAC	-14-
Other DoDAAC(s)	-15-

Name of Offeror or Contractor:

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

-16-

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

-17-

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

32	252.204-0005	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE	SEP/2009
	(DFARS PGI)	(DFAS) - Line Item Specific: by Cancellation Date	

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

[End of Clause]

33	52.232-4087	PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)	AUG/2012
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To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

The document type the contractor shall use is as follows:

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

34 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.

CONTRACT CLAUSES

35	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
36	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
37	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
38	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
39	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
40	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
41	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
42	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
43	52.243-1	CHANGES--FIXED PRICE	AUG/1987
44	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
45	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
46	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
47	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
48	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
49	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013

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Name of Offeror or Contractor:

50	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
51	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
52	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
53	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
54	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
55	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
56	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
57	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
58	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
59	252.225-7036	BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM (DEC 2012) -- ALTERNATE I (JUN 2012)	JUN/2012
60	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
61	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	JUN/2013
62	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
63	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
64	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
65	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
66	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
67	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
68	252.246-7001	WARRANTY OF DATA	DEC/1991
69	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (JUN 2013) -- ALTERNATE III (MAY 2002)	MAY/2002
70	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

(a) Definition. Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) usarmy.detroit.tacom.mbx.lcmc-competition-management-of@mail.mil

(Address) 6501 E. 11 Mile Rd., ATTN: AMSTA-CSC-M, Warren, MI 48397-5000

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offerors Name _____

Manufacturers Name _____

Sources Name _____

Item Name _____

Service Identification _____

Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Governments best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this

Name of Offeror or Contractor:

contract. Unless determined to be in the Governments interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of Clause)

71 52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE SEP/1989
I (JAN 1997) AND ALTERNATE II (SEP 1989)

(a) The Contractor shall test 7 each of P/N 12505098, 3 each of P/N 12505097 and 3 each of P/N 12505102 unit(s) of Lot/Item 0001AA as specified in this contract. At least 20 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 180 calendar days from the date of this contract to the ACO marked First Article Test Report: Contract No. _____, Lot/Item No. _____. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

(1) progress payments, or

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

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

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

(End of Clause)

Name of Offeror or Contractor:

72 52.217-4001 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY FEB/2007
(TACOM)

(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than 365 days after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

73 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL JUL/2013
ITEMS)

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

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

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

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

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

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

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

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

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

(2) Listed below are additional clauses that apply:

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

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

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

(iv) 52.232-25, Prompt Payment (Jul 2013).

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

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2013).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(viii) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

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Name of Offeror or Contractor:

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

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).

(ii) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) 52.222-20, Walsh-Healey Public Contracts Act (Oct 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

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

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

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

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

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

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

(A) Delivered;

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

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

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

(x) 52.225-1, Buy American Act Supplies (Feb 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(xi) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (Jul 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xii) 52.232-34, Payment by Electronic Funds Transfer Other than Central Contractor Registration (Jul 2013). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xiii) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241). Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

Name of Offeror or Contractor:

(i) 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 2013) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): ://farsite.hill.af.mil/VFFARA.HTM or ://farsite.hill.af.mil/VDFARA.HTM or ://farsite.hill.af.mil/VFAFARA.HTM

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Governments convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractors records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of Clause)

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

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

Name of Offeror or Contractor:

(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)

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52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

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

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

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

Warning

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

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

(End of Clause)

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77 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)

78 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)

79 252.223-7001 HAZARD WARNING LABELS DEC/1991

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

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

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

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

MATERIAL (If None, Insert None.) ACT

_____	_____
_____	_____
_____	_____

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

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

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Name of Offeror or Contractor:

(End of clause)

80 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]

81 52.209-4012 NOTICE REGARDING FIRST ARTICLE APR/2000
(TACOM)

(a) 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 one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

(b) When any of the conditions 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 can be provided concerning the submission, inspection, and notification of results.

(c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in contract price or delivery schedule.

[End of Clause]

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Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

82	52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL/2013
83	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
84	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	DEC/2012
85	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
86	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
87	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JUL/2013

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336320.

(2) The small business size standard is 750.

(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, System for Award Management, 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 the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM 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 SAM 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, System for Award Management.

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (A) Basic.

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___ (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 SAM Web site accessed through https://www.acquisition.gov. After reviewing the SAM 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 SAM.

(End of provision)

88 252.204-7007 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.

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

Name of Offeror or Contractor:

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

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

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

(2) The following representations or certifications in 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)

(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.

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Name of Offeror or Contractor:

(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)

90 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)

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

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MOD/AMD

Name of Offeror or Contractor:

91

52.247-53

FREIGHT CLASSIFICATION DESCRIPTION

APR/1984

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)

92

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

APR/2013

(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)

93

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

JAN/2012

(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--

CONTINUATION SHEET

Reference No. of Document Being Continued

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Name of Offeror or Contractor:

(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)

94 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY NOV/1995

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply Company Address Part No.			Actual Mfg?
	(2)	(3)	(4)	(4)	(5)	(6)
(1)	(2)	(3)	(4)	(4)	(5)	(6)

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list none.

(3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use Y if the source of supply is the actual manufacturer; N if it is not; and U if unknown.

(End of provision)

95 252.225-7035 BUY AMERICAN--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM NOV/2012
CERTIFICATE (NOV 2012) -- ALTERNATE I (NOV 2011)

(a) Definitions. Canadian end product, commercially available off-the-shelf (COTS) item, component, domestic end product, foreign end product, qualifying country end product, and United States, as used in this provision, have the meanings given in the Buy American--Free Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products or Canadian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

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Reference No. of Document Being Continued

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MOD/AMD

Name of Offeror or Contractor:

(1) For all line items subject to the Buy American/Free Trade Agreements/Balance of Payments Program clause of this solicitation, the offeror certifies that

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Canadian) end products:

(Line Item Number) (Country of Origin)

(ii) The offeror certifies that the following supplies are Canadian end products:

(Line Item Number) (Country of Origin)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number) (Country of Origin (If known))

(End of provision)

96 52.213-4007 QUOTER REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA FEB/1998
 (TACOM)

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

- [] Do
- [] Do Not

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

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

[End of Provision]

97 52.215-4005 MINIMUM ACCEPTANCE PERIOD OCT/1985
 (TACOM)

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

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

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

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

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

Name of Offeror or Contractor: _____

[End of Provision]

98	52.215-4010	AUTHORIZED NEGOTIATORS (TACOM)	MAR/2013
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Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

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

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

[End of Provision]

99	52.223-4002	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) (TACOM)	OCT/2008
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(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]

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

100	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
101	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
102	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
103	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY	APR/2008

Name of Offeror or Contractor:

PREPAREDNESS, AND ENERGY PROGRAM USE

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

(End of Provision)

104	52.209-4005 (TACOM)	CONTRACT PRICE REDUCTION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL	FEB/1998
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(a) All offerors are required to insert an amount for 0001AA which includes the full price for First Article testing.

(b) In addition, those offerors intending to request a waiver of the First Article Approval requirement, as described elsewhere in this Section L, shall insert the total price for First Article Testing under Item 0001AB (See Section B of this solicitation). If the successful offeror requests and is granted a waiver, the dollar amount entered for item 0001AB will be deducted from the total amount cited for 0001AA. The remaining dollar amount will constitute the price at which award will be made.

[End of Provision]

105	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29	AUG/1998
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(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

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

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

(End of Provision)

106	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006
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(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (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

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Name of Offeror or Contractor:

(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)

107 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>

108 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)

109 52.209-4007 PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL MAY/2006
(TACOM)

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

(1) Offerors who intend to request a waiver or partial waiver of the First Article Test must provide sufficient information in order for the Government to determine whether the request is to be approved. If the offeror intends to request a waiver, a First Article Waiver Worksheet must be completed and submitted to the Government along with any supporting documentation. The worksheet can be found at <http://contracting.tacom.army.mil/engr/eng.htm>

The offerors request will not be considered if the worksheet and any supporting documentation is not submitted to the Government. The worksheet must be completed in its entirety. For those sections of the worksheet which do not apply, annotate with N/A (not applicable). To substantiate or clarify information provided by the offeror, the Government may request additional information

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

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

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

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

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

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

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

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Name of Offeror or Contractor:

(6) Supporting documentation.

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

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

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

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

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

[End of Provision]

110 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL DEC/2004
 (TACOM) (NEGOTIATED)

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

(b) Definitions:

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

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

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

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

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

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

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

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

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

Name of Offeror or Contractor:

111 52.211-4049 PART NUMBERS NOT CURRENTLY APPROVED NOV/1982
 (TACOM)

As specified elsewhere in this solicitation, part or all of the contract item to be procured hereunder is restricted to certain approved manufacturer's part numbers as set forth in the Schedule and/or the Technical Data Package. Any firm that produces an item which it believes to be equivalent to one of these approved part numbers is hereby encouraged to have such item tested and approved, so that the item will be eligible to be bought on future acquisitions. Please write to the attention of the buyer at the address indicated on the cover page of this solicitation and request a statement of the procedures by which items can be tested and approved for procurement. Such an enquiry should cite the applicable National Stock Number (NSN), the already approved part number, the part number of the item which the enquirer believes to be identical to our approved item, and a brief statement of the basis on which the new item is believed to be equivalent to our already approved item.

[End of Provision]

112 52.211-4051 NOTICE REGARDING SOURCE-CONTROLLED COMPONENTS FEB/1998
 (TACOM)

(a) Please see the provision entitled ACQUISITION OF MANUFACTURER'S PART NUMBER: COMPONENTS in this solicitation. At least one component of the item to be purchased under this acquisition is restricted to specified manufacturer's part numbers as set forth in the Technical Data Package. It is the responsibility of each offeror to ensure the availability of sufficient quantities of such source-controlled components before making an offer in response to this solicitation. Except as described in paragraph (b) below, offers that propose to substitute alternatives to the source-controlled components, even if the substitute items are represented as equivalent in all respects to the source-controlled components, will not be considered for contract award.

(b) Required Approval for Alternatives to the Source-Controlled Component:

(1) By meeting the following conditions, a firm may submit an offer conditioned on acceptance by the Government of alternatives to the source-controlled component(s) listed in the Technical Data Package:

- Prior to receipt of this solicitation, the firm must have received written TACOM approval of a test procedure on its proposed equivalent component.
- The firm must indicate in its offer the date of the written TACOM approval, and the name and title of the approving official.
- The firm must certify in its offer that it is in the process of having its item independently tested per the approved test procedure to demonstrate full physical, functional, and mechanical interchangeability of its part with an already-approved part cited in this solicitation, or that it is awaiting final TACOM engineering approval of the summary report furnished at the conclusion of testing; and
- The firm must have secured final written approval of its part from TACOM engineering by the time of bid opening, (in the case of formally advertised acquisitions), or by the time of contract award, (in the case of negotiated acquisitions).

(2) Notwithstanding the foregoing, the Procuring Contracting Officer has the right to waive the above conditions in making an award when it is clearly established, in his sole discretion, that written approval of a nonlisted part from TACOM engineering can be obtained without delay in the anticipated date of award.

When either of the foregoing conditions are met, the Government reserves the right to make an award where use of the equivalent item is authorized in lieu of the source-controlled item. Where the foregoing conditions are not met, offeror will not be eligible for award unless he agrees to furnish the source-controlled item(s) from the indicated source(s).

(c) Any firm that manufactures or regularly sells an item which it views as equivalent in all respects to one of our required components, but that has not initiated approved qualification testing in order to demonstrate that its part is totally equivalent to the required component, should see the notice entitled PART NUMBERS NOT CURRENTLY APPROVED, located elsewhere in this Section L.

113 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

Name of Offeror or Contractor:

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]

114 52.211-4054 PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES MAR/1989
(TACOM)

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

115 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES MAY/2011
(TACOM) (NON-US POSTAL SERVICE MAIL)

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

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

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

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

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

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

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

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

[End of Provision]

116 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

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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]

117

52.233-4001

HQ-AMC LEVEL PROTEST PROCEDURES

OCT/2006

(a) Policy:

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

(b) Agency Protest:

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

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

(c) Election of Forum:

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

(d) Protest Decision Authority:

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

(e) Time for Filing a Protest:

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

(f) Form of Protest:

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

(g) Processing of HQAMC-Level Protests

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

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

Packages sent by FedEx or UPS should be addressed to:

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

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

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

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

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

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

(h) Effect of Protest on Award and Performance:

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

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

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

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

(i) Remedies:

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

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

[End of Clause]

118	52.245-4002 (TACOM)	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING	MAR/1996
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(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

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

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

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(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]

119 52.246-4001 OFFEROR'S QUALITY ASSURANCE SYSTEM MAY/2005
(TACOM)

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

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

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

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

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

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

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

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

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

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

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

[End of Provision]

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EVALUATION FACTORS FOR AWARD

120	52.217-5	EVALUATION OF OPTIONS	JUL/1990
121	52.209-4006 (TACOM)	EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT	JUL/2000

(a) If the offeror submits a request for waiver of First Article Testing 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 EVALUATION FACTORS:

(1) As specified in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL, and will require an accelerated delivery schedule if the successful offeror is granted such a waiver. However, in no case will a delivery schedule predicated upon waiver of the First Article Test requirement be considered as an evaluation factor for award, even if such a schedule would be more advantageous to the Government.

(2) If an offeror requests waiver of First Article Testing but takes exception to the accelerated delivery schedule set forth in the Section F clause entitled DELIVERY SCHEDULE (52.242-4022, TACOM) herein, such offeror is not eligible for the requested waiver. In consequence, any award to that offeror will reflect either (i) the Government-proposed delivery schedule shown in that same clause, or (ii) the contractor-proposed schedule in that clause, if the Government has accepted it.

(c) PRICE EVALUATION FACTORS: As specified in this solicitation, the Government reserves the right to waive the requirement in Section I entitled FIRST ARTICLE APPROVAL, and requests the price of the proposed First Article Test (at Section B, Item 0001AB) from offerors who elect to seek such a waiver. In the event that the offeror requests and receives a waiver of First Article Test requirements, the price for such testing, as identified by the offeror in Section B, Item 0001AB, shall be deducted from the total price otherwise cited for the material herein solicited. The offer will then be evaluated for award at the resulting alternate price.

(1) If the offeror requests a waiver of First Article Test requirements, but fails to separately identify the cost of First Article Testing in Section B, Item 0001AB of this solicitation, the Government reserves the right to evaluate the offer based upon the price for 0001AA, 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.

(2) If the offeror requests but is not granted a waiver of First Article Testing, evaluation for award will be based upon the full amount entered for 0001AA: the amount entered for item 0001AB will not be deducted by the Government.

[End of Provision]

122	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001
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(a) We'll award a contract to the offeror that:

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

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123 52.217-4003 EVALUATION OF INCOMPLETE OPTION PRICING FEB/1998
(TACOM)

(a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this Section M) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.

(b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, we will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

(End of Provision)