

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. Contract ID Code
Firm Fixed Price

Page 1 Of 18

2. Amendment/Modification No.

0002

3. Effective Date

2014MAY12

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

U.S. ARMY CONTRACTING COMMAND
NICHOLAS HAWES
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL

Code

W56HZV

7. Administered By (If other than Item 6)

Code

EMAIL: NICHOLAS.G.HAWES@US.ARMY.MIL

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

9A. Amendment Of Solicitation No.

W56HZV-14-T-0181

9B. Dated (See Item 11)

2014APR07

10A. Modification Of Contract/Order No.

10B. Dated (See Item 13)

Code

Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. 2014MAY28 06:00pm

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
(a) By completing items 8 and 15, and returning 2 signed copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

It Modifies The Contract/Order No. As Described In Item 14.

A. This Change Order is Issued Pursuant To:
The Contract/Order No. In Item 10A.

The Changes Set Forth In Item 14 Are Made In

B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).

C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:

D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)

16A. Name And Title Of Contracting Officer (Type or print)

15B. Contractor/Offeror

15C. Date Signed

16B. United States Of America

16C. Date Signed

(Signature of person authorized to sign)

By _____ /SIGNED/

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

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MOD/AMD 0002

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

Buyer Name: NICHOLAS HAWES
Buyer Office Symbol/Telephone Number: CCTA-ADT-C/(586)282-7537
Type of Contract: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders
Weapon System: Detection and Alarm Devices

*** End of Narrative A0000 ***

A.1 Administrative Summary

Under the authority of FAR 16.202, the U.S. Army Contracting Command - Warren (DTA) intends to negotiate and award a Firm-Fixed Price Contract with two (2) 100% options for the Nuzzle Protective Cap Assembly, NSN: 6665-01-380-9974 in support of the Improved Chemical Agent Monitor (ICAM).

A.1.1 REQUIREMENTS: The U.S. Army Contracting Command - Warren DTA is soliciting an offer to supply the following items:

- i. Item Name: Nuzzle Protective Cap Assembly
NSN: 6665-01-380-9974
Part Number: 442-674
Quantity: 351 each

A.1.2 UNIQUE ASPECTS OF THIS SOLICITATION:

1. This solicitation, W56HZV-14-T-0181, is for a Firm-Fixed Price contract with two (2) - 100%, 1 year option periods. Option periods are as follows:

For Nuzzle Protective Cap Assembly, NSN: 6665-01-380-9974

CLIN 0002AA - OPTION PERIOD 1: UP TO 366 DAYS AFTER AWARD
CLIN 0003AA - OPTION PERIOD 2: UP TO 731 DAYS AFTER AWARD

The Government reserves the right to exercise the options in accordance with Federal Acquisition Regulation (FAR) clause 52.217-4001, SEPARATELY PRICED OPTION FOR INCREASED QUANTITY, included in Section I of this RFQ.

Failure of the Government to exercise any portion under Option Period 1 does not preclude the Government's authority to exercise any portion of Option Period 2.

2. Items solicited under this solicitation are competitively procured using existing Government Technical Data (TDP). See the Technical Data Package (TDP) and the Special Packaging Instructions (SPI) at the link in A.1.2.6 (below) for specific instructions.

3. A First Article Test (FAT) and First Article Test Report (FATR) are required for the Nuzzle Protective Cap Assembly. See clauses 52.209-4512 FIRST ARTICLE TEST (CONTRACTOR TESTING) and 52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING for details. Please note that the FAT is separately priced.

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

5. The link for the Technical Data Package (TDP) and the Special Packaging Instructions (SPI) can be found at the (URL):
<https://www.fbo.gov/notices/2374b9bcc5ad2cee55a29e17769157a9>

A.1.3 REQUIRED NOTIFICATION TO SUBCONTRACTORS (IF USED):

The contractor shall advise all potential suppliers and subcontractors of the DO/DX Rating assigned to orders resulting from the subcontractors. The Rating can be found next to Block 4 on the first line of the Standard Form 18 (SF 18).

A.1.4 SET-ASIDE INFORMATION

This solicitation, W56HZV-14-T-0181, is solicited as a 100% Small Business Set-Aside. NAICS Code is 334517, size standard is 500 employees.

A.1.5 NOTICE REGARDING FILL-INS:

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Name of Offeror or Contractor:

Please note that this RFQ contains several clauses and provisions which require you to complete a fill-in or representation. If you do not complete these fill-ins, your offer may be determined ineligible for award. Be careful to read and complete each such clause and provision, especially Section K of this RFQ.

A.1.6 NOTICE REGARDING CAGE CODES:

DFARS provision 252.204-7001 requires you to include your Commercial and Government Entity (CAGE) code in block 8 on page one (1) of this solicitation, along with your name and address. If it will not fit in the space provided in block 8 please insert it here:

A.1.7 NOTICE REGARDING MARKINGS:

Please note that the requirements for bar-code and Military Shipping Labeling (MSL) apply to shipments made under the contract that will result from this RFQ. Please refer to the clause in Section D of this RFQ entitled, ITEM IDENTIFICATION AND VALUATION (JUN 2013) -- ALTERNATE I (DEC 2011). You must consider the cost of such requirements when preparing your offer in response to this RFQ.

A.1.8 ACKNOWLEDGEMENT OF AMENDMENTS:

Please acknowledge any amendments/modifications at FAR clause 52.214-4000, ACKNOWLEDGEMENT OF AMENDMENTS, in Section A of this RFQ. Include the number and date of each amendment/modification. Acknowledgement of all amendments received is important because failure to do so may make your offer ineligible for award.

A.1.9 REQUIRED COPIES IN RESPONSE TO THIS RFQ:

To be considered for award, you must return one signed original of your offer, completed and properly executed, by the time and date shown in Block 10 of the SF 18.

A.1.10 QUESTION/PROBLEM RESOLUTION:

Routine questions regarding this award should be directed to the buyer identified in Block 5B of the SF 18. For more serious concerns, please seek resolution with the contracting officer. Additional sources of information can be found in the following provisions: ARMY CONTRACTING COMMAND - WARREN (DTA) OMBUDSPERSON in Section A and HQ-AMC LEVEL PROTEST PROCEDURES in Section L.

A.1.11 INCONSISTENCIES BETWEEN THE ADMINISTRATIVE SUMMARY AND THE SOLICITATION:

This administrative summary has been prepared as an aid to you, the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this RFQ. Any inconsistencies between this administrative summary and the RFQ will be resolved in favor of the specific requirements of the RFQ.

*** END OF NARRATIVE A0001 ***

1. The purpose of Amendment 0002 to W56HZV-14-T-0181 is to remove the requirement under CLIN 0002AA, for the Module Kit, Drift Tube and remove all other associated CLINs and language written within applicable clauses and narratives.
2. The solicitation closing date is extended from 21 MAY 2014 1800 hours (EST) to 28 MAY 2014 1800 hours (EST).
3. All other terms and conditions of Solicitation W56HZV-14-T-0181, remain unchanged and in full force and effect.

*** END OF NARRATIVE A0003 ***

CONTINUATION SHEET

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0002AA	<u>DELETED</u>				
0002AB	<u>DELETED</u>				
0002AC	<u>DELETED</u>				
0002AD	<u>DELETED</u>				
0031	<u>DELETED</u>				
A010	<u>DELETED</u>				
A011	<u>DELETED</u>				
A012	<u>DELETED</u>				
A013	<u>DELETED</u>				
A014	<u>DELETED</u>				
A015	<u>DELETED</u>				
A016	<u>DELETED</u>				
A017	<u>DELETED</u>				
A018	<u>DELETED</u>				

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MOD/AMD 0002

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

Drawings and Specifications in accordance with Technical Data Package/Technical Data Package Listing 20131140 dated 01/17/2014 (Nuzzle Protective Cap Assembly, are applicable to this procurement with the following exceptions:

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

<https://www.fbo.gov/notices/2374b9bcc5ad2cee55a29e17769157a9>

(CS6100)

(End of Clause)

PACKAGING AND MARKING

2 CHANGED	52.211-4501 TACOM (RI)	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	DEC/2007
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A. Military preservation, packing, and marking for the item identified above shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1, Revision D, Date 15 Dec 99 including Notice 1, dated 10 May 02 and the Special Packaging Instruction (SPI) contained in the TDP.

NSN: 6665-01-380-9974

NOUN: NUZZLE PROTECTIVE CAP ASSEMBLY

PRESERVATION: MILITARY

LEVEL OF PACKING: B

QUANTITY PER UNIT PACKAGE: 001

SPI NUMBER P442-674, SEE NOR Z47-0348-018

THE REQUIRED SPECIAL PACKAGING INSTRUCTIONS (SPI) ARE AVAILABLE ON THE WEB AT THE FOLLOWING URL:

<https://www.fbo.gov/notices/2374b9bcc5ad2cee55a29e17769157a9>

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

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

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

D. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard.

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Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program. In addition, wood used as dunnage for blocking and bracing, to include ISO containers, shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

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

F. Hazardous Materials (as applicable):

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

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

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

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

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

G. SUPPLEMENTAL INSTRUCTIONS:

G.1 PLACE A RED X AND THE WORDS "SHORT BOX" ON THE FRONT OF ANY BOX THAT HAS A SHORT QUANTITY, THEN PLACE THAT BOX/BOXES WITH THE MARKINGS SHOWING ON THE TOP FRONT OF THE PALLET LOAD.

G.2 LOT NUMBERING SHALL BE REQUIRED PER MIL-STD-1168. MANUFACTURERS SHALL CONTACT USARMY.RIA.ECBC.MBX.QA@MAIL.MIL TO OBTAIN A UNIQUE MANUFACTURER'S IDENTIFICATION SYMBOL.

G.3 CERTIFICATES OF COMPLIANCE (COC)

G.3.1 FOR NUZZLE PROTECTIVE CAP ASSEMBLY: COC ARE REQUIRED FOR ALL PACKAGING MATERIALS AND PER PART IV, QAP 442-674.

(DS6419)

(End of Clause)

INSPECTION AND ACCEPTANCE

3 CHANGED 52.209-4512
TACOM (RI)

FIRST ARTICLE TEST (CONTRACTOR TESTING)

MAR/2008

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

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

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

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

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

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

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

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

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

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the QAR to the Contracting Officer, Major Eric C. Pena, email eric.c.pena.mil@mail.mil, Contract Specialist, Nicholas G. Hawes, email nicholas.g.hawes.civ@mail.mil, and RCBC-DES-Q (QA), email USARMY.RIA.ECBC.MBX.QA@MAIL.MIL.

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

(ES6026)

(End of Clause)

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

1. CLINs 0001AB has a requirement for First Article Testing.

2. The elements of First Article Testing (FAT) that can be performed by the Edgewood Chemical Biological Center (ECBC), Rock Island at the prices stated will be included as attachment 0001 to the solicitation.

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

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

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

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interested offerors.

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

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

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

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

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

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

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

The ECBC Lab will be utilized for this requirement.

The ECBC Lab will not be utilized for this requirement.

(End of Clause]

5 CHANGED 52.245-4577 GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT NOV/2009
TACOM (RI)

The Government will furnish the equipment, as listed in paragraph a below, to support First Article, Reliability, and/or Acceptance Tests. The cost of shipping the equipment to the Contractor's plant and return to the issuing agency, will be borne by the Government; except that the cost of preservation, packaging, and packing for return shipment shall be borne by the Contractor.

a.
For Nuzzle Protective Cap Assembly (NSN 6665-01-380-9974)

Item Nomenclature: ICAM
NSN/TM Number....: 6665-01-357-8502
Quantity.....: 1 (One)
Cost.....: \$5,500.00/EA
Unit of Measure..: EA w/TM 3-6665-343-10
Estimated Weight.: 9.7 lbs
Volume.....: 1,452.355 CI (cubic inches)
GFP/GFM.....: GFP

Item Nomenclature: Case, Front End
NSN/TM Number....: 6665-01-382-8576
Quantity.....: 1 (One)
Cost.....: \$183.00/EA
Unit of Measure..: EA
Estimated Weight.: 0.700 lbs
Volume.....: 0.017 CI (cubic inches)
GFP/GFM.....: GFP

b. Items to be furnished by the Government shall be ordered from the Contracting Officer at TACOM Contracting Center, 6501 E. Eleven Mile Road, Warren, MI 48397-5000, ATTN: CCTA-ADT-C, not later than thirty (30) days prior to the desired delivery date.

c. The above items will be furnished on a loan basis and are intended for joint usage by the Contractor and the Government

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Representative to accomplish basic testing on this contract. The loaned items shall not be modified or altered in any manner, and shall be maintained and returned in as good condition as when loaned; fair wear and tear excepted.

d. When weapons are furnished, the Contractor shall take extraordinary precautions in safeguarding the items from theft or unauthorized use, and shall comply with physical security standards for sensitive items when required for the weapons by other provision of this contract. The Contractor shall also be responsible for cleaning and oiling the weapons at specified intervals and at the end of each day's firing, and for properly caring for the weapons when not in use.

e. The Contractor shall, within thirty (30) calendar days after Government acceptance of all items on this contract, provide an inventory list of all remaining Government furnished equipment to the Contracting Officer. Within forty-five (45) days after receipt of the inventory list, the Contracting Officer will provide the Contractor with disposition instructions.

f. The above items shall be preserved, packaged, and packed by the Contractor at the Contractor's expense, in a manner to ensure safe arrival at the issuing agency, utilizing the same or equivalent container as originally provided.

g. The foregoing requirements are in addition to any requirements placed upon the Contractor by the applicable Government Property clause in Section I of this contract.

(ES6551) (End of Clause)

6 CHANGED 52.246-4520 PRODUCTION LOT TESTING (CONFORMANCE INSPECTION - CONTRACTOR) SEP/2012

Required for Nuzzle Protective Cap Assembly (NSN 6665-01-380-9974)

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

(b) The samples shall be selected, examined, and tested as follows:

For Nuzzle Protective Cap Assembly (NSN 6665-01-380-9974), lot testing shall be conducted in accordance with QAP 442-674. Quantities will be determined from Table I, Level VII. Samples shall be inspected per the QAP.

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

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

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

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

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

(End of clause)

DELIVERIES OR PERFORMANCE

7 CHANGED 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION DEC/2013

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Name of Offeror or Contractor:

(a) Definitions. As used in this clause

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Governments unit acquisition cost" means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

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(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

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- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at

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<http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number -7-, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

8 CHANGED 52.242-4022 DELIVERY SCHEDULE SEP/2008
(TACOM)

(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)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
CLIN 0001AA	351	360 Days

(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
CLIN 0001AA	351	180 Days

(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]

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SPECIAL CONTRACT REQUIREMENTS

SPECIAL PROVISION

H.1 GOVERNMENT FURNISHED PROPERTY (GFP)

Required for Nozzle Protective Cap Assembly (NSN 6665-01-380-9974)

H.1.1 The GFP, Improved Chemical Agent Monitor (ICAM) required for testing, contains a radioactive source of 10 millicuries on Nickel 63. Possession and use of the ICAM requires special Nuclear Regulatory Commission (NRC) licensing.

H.1.2 Delivery of GFP. GFP will be delivered to the producing facility as identified by the contractor in the "place of performance and shipping point" provision in Section G of the schedule, unless stated otherwise by the contractor.

H.1.3 Contractor inspection of GFP. The contractor shall inspect all GFP within 30 calendar days of its receipt. If the inspection reveals GFP damages or discrepancies, the contractor shall obtain concurrence from the Government Property Accountability Specialist or Quality Assurance Representative and notify the Procurement Contracting Officer (PCO).

H.1.4 Disposition of GFP. As soon as the GFP is no longer required and before contract closeout, the contractor shall request disposition instructions from the PCO. The contractor will notify the cognizant Government Property Accountability Specialist or Quality Assurance Representative to arrange for inspection of the property before it is packed for return to the Government.

a. Repackaging and repacking of GFP. The contractor is responsible for any repackaging and repacking of GFP required to comply with applicable specifications.

b. Shipment of GFP. Within 30 calendar days after the contractor receives the applicable shipping instructions from the PCO (or designated property representative), the contractor shall submit an original and three copies of DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions, to the PCO.

H.1.5 Maintenance of GFP. The contractor shall properly maintain GFP and report to the Government Property Accountability Specialist or Quality Assurance Representative and PCO the need for replacement and/or capital rehabilitation.

*** END OF NARRATIVE H0001 ***

CONTRACT CLAUSES

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

1. For Nozzle Protective Cap Assembly FAT Approval, CLIN 0001AB: First Article Test - Not Separately Priced

The First Article Test shall consist in three unit packed Nozzle Protective Assemblies (drawing 442-674) and three empty unit pack containers that shall be subject to all the tests, examinations and inspections called out in the QAP (QAP 442-674) and the SPI (P442-674) and shall be inspected for compliance with all associated drawings.

The FAT report shall be submitted to and reviewed by the local Government QAR before submission to the Contracting Officer.

2. For both CLIN 0001AB

(a) At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 210 calendar days from the date of this contract to the Contracting Officer 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

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

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

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

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

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

(1) progress payments, or

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

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

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

(End of Clause)

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LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit B	MODULE KIT, DRIFT TUBE CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423)	DELETED	006	DATA