REQUEST FOR QUOTATION (This is NOT an Order) This RFQ is □			is not	a small business s	set-asi	ide			Page	1 Of 47	
1. Request No.		r) Date Issued	3. Requisition/Purchas	se Rea	uest No.	4. C	ert For Nat D	ef. Under BDS	SA N.	Rating	<u> </u>
W56HZV-12-Q-037		2013JAN09	See Sci	_			eg. 2 and/or D				DOA4
5A. Issued By	l.						6. Deliver by				
U.S. ARMY CONTRA	ACTING COMMA	AND	W56HZV					See So	chedule		
CCTA-AHP-C WARREN, MICHIGAI	v 48397-5000)				ŀ	7. Delivery				
HTTP://CONTRACT											
							X FOB		Ot	her	
WS: Howitzer, L:							Destination	on			
KEN THOMAS		and telephone (586)282-811	no.) (No collect calls)								
EMAIL: KENNETH.	D.THOMAS1@US	S.ARMY.MIL									
8. To: Name and Ad	ldress, Includi	ng Zip Code					9. Destination	n (Consignee a	nd addr	ess, in	cluding
							Zip Code)				
								See So	hedule		
10. Please Furnish	Ouotations to	IMPORTA	NT: This is a request fo	or info	rmation, and quo	tation	s furnished a	re not offers.	If you a	re una	ble to quote.
the Issuing Office in	Block 5A On	please indi	cate on this form and re	turn it	to the address in	Block	k 5B. This red	quest does not	commit	the Go	overnment to
or Before Close of B	Business		sts incurred in the prep				-				
(Date) 2013FE	в08		e of domestic origin unloust for Quotation must				oter. Any inte	erpretations an	ıd/or cer	tificati	ons attached
		to this Keq	uest for Quotation must	De Con	inpleted by the que	nei.					
		1	1. Schedule (Include app	olicable	e Federal, State, a	nd lo	cal taxes)				
Item Number			s/Services		Quantity		Unit	Unit Pr	ice		Amount
(a)		(b)		(c)		(d)	(e)			(f)
		(9 9	1.11.								
		(See Se	chedule)								
12 Dt	4 TD	<u> </u>	- 10 Cd - 1- B		20 (0.1)		- 200:	J D		Col	D
12. Discount For Pro	ompt Paymen	ι	a. 10 Calendar Days %		. 20 Calendar Da	ys %	c. 30 Cale	endar Days %			dar Days Porcentage
			%	`		70		%0	Num	Del	Percentage
NOTE: Additional	provisions and	d representatio	ons are are not	attach	ied.		•		•		
13. Name and Address of Quoter (Street, City, County, State and			14. S	Signature of Person	n Aut	horized to Sig	n	15. Date	of Qu	otation	
Zip Code)				C	Quotation						
							16. S	igner			
				a. Na	ame (Type or Prin	t)			ŀ	o. Tele	phone
								ſ	Area Co	ode	
				c. Ti	tle (Type or Print))			Number	r	
AUTHORIZED FO	R LOCAL RE	PRODUCTIO	N	1			Stand	lard Form 18	(Rev. 8-9)5)	-

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١	ame	of	Offeror	or	Cont	tractor

SUPPLEMENTA		

Regulatory Cite	Title	Date

1 52.204-4016 WARREN ELECTRONIC CONTRACTING DEC/2011

- (a) All Army Contracting Command Warren (DTA) solicitations and awards are distributed on the Army Contracting Command Warren Procurement Network (ProcNet) Business Opportunities website (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.
- (b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.
- (c) Unless directed to do otherwise in Section L of this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm.
- (d) Requirements for the online ASFI bid submission:
- (1) You must be registered in the Central Contractor Registry (CCR) and have a CCR Marketing Partner Identification Number (MPIN) and CAGE Code.
- (2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:

https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV12Q0371

- (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_quide.doc.

(e) Note to offerors:

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

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

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

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

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend to submit an offer, notify the

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Name of Offeror or Contractor:

contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

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

	End of Provision	
2 52.201-40	000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON	APR/2011
	e Ombudsperson for this contract is located at the following webs	ite:
	[End of Clause]	
3 52.214-40 acknowledge all the amend	000 ACKNOWLEDGMENT OF AMENDMENTS dments you've received from us by identifying the amendment numbe	OCT/1993 r and its issue date below:
Amendment Number	r Date	
	·	

(End of Provision)

4 52.214-4003 ALL OR NONE (TACOM)

MAR/1998

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of clause]

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	 .					7 1

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Name of Offeror or Contractor:

SOLICITATION W56HZV-12-Q-0371

- Procurement is for 238 each "Tube Assembly, Metal." NSN 4710-01-483-8823.
 TDP Dwg No. 12593156 date 03/06/2012.
 Buy is Firm Fixed Price, Simplified Acquisition. 100% Small Business Set-aside, NAICS Code 331210.
 Option quantity not applicable.
- First Article Test (FAT) applies. FAT Report due to Gov't w/in 157 DARO. Contractor will contact Gov't 15 days in advance of test to allow Gov't to witness the test.
 - a. Successful contractor will test 3 FAT items IAW all applicable requirements of the Technical Data Package TDP Dwg #12593156 (see clauses 52.209-4512 & 52.209-3.)
 - b. If FATR Approved: Full delivery of 238 each 307 days ARO (see Section B).
 - c. Contractor can accelerate deliveries at no additional cost to the Government.
- ***NOTE: Please contact the buyer if your firm requests FAT Waiver***
 Criteria for FAT Waiver determined IAW recommendation from ARDEC PQM.
 - If FAT Waiver is approved, the contractor will commence delivery of 119 each 150 days ARO, with the additional 119 each 180 days ARO. Offeror-recommended accelerated-delivery entries on Delivery Schedule Clause 52.242-4022 will be considered.

*** END OF NARRATIVE A0001 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	TUBE ASSEMBLY, METAL NSN: 4710-01-483-8823 FSCM: 19200 PART NR: 12593156				
0001AA	PRODUCTION QUANTITY	238	EA	\$	\$
	GENERIC NAME DESCRIPTION: TUBE ASSEMBLY, METAL PRON: EH2V1674EH PRON AMD: 02				
	Description/Specs./Work Statement TOP DRAWING NR: 12593156 DATE: 06-MAR-2012				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV2046J203 W25GlU J 1 DEL REL CD QUANTITY DAYS AFTER AWARD 001 238 0307				
	FOB POINT: Destination SHIP TO: (W25G1U) SU W1BG DLA DISTRIBUTION DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 TO 134 NEW CUMBERLAND, PA, 17070-5002				
	15.1 66.155.12.12.17.17.18.18 56.02				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	FIRST ARTICLE TEST REPORT	1	EA	\$** NSP **	\$** NSP **
	GENERIC NAME DESCRIPTION: FIRST ARTICLE TEST REPORT				
	FIRST ARTICLE TEST REPORT, PURSUANT TO THE REQUIREMENTS OF THE CLAUSE ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING".				
	THE PRICE FOR FIRST ARTICLE TESTING IN THE TOTAL AMOUNT OF \$, IS INCLUDED IN THE TOTAL AMOUNT(S) FOR ITEM 0001AA.				
	(End of narrative C001)				
	1. Submit the official First Article Test Report (FATR) electronically to:				
	US Army Contracting Command - Warren CCTA-AHR-B				
	6501 E. 11 Mile Rd., M/S 509, Floor 2 Warren, MI 48397-5000				
	Procurement Contracting Officer: mark.e.otto.civ@mail.mil				
	Contract Specialist: kenneth.d.thomas1.civ@mail.mil				
	2. Submit a 2nd (Info) Copy of FATR to:				
	PQM ATTN: RDAR-QEP-F				
	US Army RDECOM-ARDEC Bldg. 62, 2nd Floor Rock Island, IL 61299-7300				
	Please note: The Contracting Officer shall review the First Article Test				
	Report for approval upon receipt of a positive recommendation from RDAR-QEP-F.				
	(End of narrative C002)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination Government Approval/Disapproval Days: 30				
	Deliveries or Performance				
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3				
	DEL REL CD QUANTITY DAYS AFTER AWARD				

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ITEM NO	or or Contractor: SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
I LEWI NO		QUANTITY	UNII	UNIT PRICE	AMOUNT
	001 1 0157				
	FOB POINT: Destination				
	SHIP TO: (Y00006) SEE FIRST ARTICLE TEST CLAUSE				
	FOR DISTRIBUTION				
0002	DATA ITEMS				
	The ELINs listed are associated with the Data Item				
	Numbers on the Contract Data Requirements List (CDRL) (DD form 1423), in Section J.				
	(DD TOTAL 1423), IN Section 0.				
	(7) 1 (5) 2 (2)				
	(End of narrative B001)				

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Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

5 52.210-4501

DRAWINGS/SPECIFICATIONS

MAR/2010

JUL/2012

TACOM (RI)

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 12593156:19200, with revisions in effect as of 03/06/2012, are applicable to this procurement with the following exceptions:

TDPI:

Document Delete Substitute Add ASTM D4080 XX -- --

(CS6100) (End of Clause)

6 52.211-4072 TECHNICAL DATA PACKAGE INFORMATION

The following Xd item applies to this solicitation:

- [] 1. There is no Technical Data Package (TDP) included with this solicitation.
- [XX] 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: 0001AA & 0001AB

TDP Link (URL): https://www.pica.army.mil/solicitations-list/scripts/IR.asp?TDP=SKBPEOYCFOOK

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

NA

To access the data through FBO:

- a. Log on to the FBO web site.
- b. Enter your Marketing Partner Identification Number (MPIN).
- c. Search for the solicitation number.
- d. If solicitation is Export Controlled, select Verify MPIN.
- (1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et. seq..
- (2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.
- (3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to http://www.dlis.dla.mil/jcp/

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

- (4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.
- e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the FBO system administrator at Army Contract Command Warren (DTA) with all the information needed for them to grant you access. FBO will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this FBO-TDP access/approval process through the FBO system.
- f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to https://www.fbo.gov/index The FBO helpdesk phone number is (866) 606-8220. 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 https://www.fbo.gov on the right is User Guides click on Vendor.

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[End of clause]

7 52.248-4500

CONFIGURATION MANAGEMENT DOCUMENTATION

JUL/2001

TACOM (RI)

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs), and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall included NORs completely defining the change to be made. Contractors may also submit RFD, which define a temporary departure from the Technical Data package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

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

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

(CS7110) (End of Clause)

PACKAGING AND MARKING

8 52.211-4501

PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)

DEC/2007

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

PRESERVATION: MILITARY LEVEL OF PACKING: B

QUANTITY PER UNIT PACKAGE: -001-

TACOM (RT)

SPI NUMBER 12593156 Dated 02/29/08, Rev B

- 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

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Name of Offeror or Contractor:

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

- E. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO and ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.
- F. Hazardous Materials (as applicable):
- F.1..Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)
- F.2. Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:
- --International Air Transport Association (IATA) Dangerous Goods Regulations
- --International Maritime Dangerous Goods Code (IMDG)
- --Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- --Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO

P4030.19/DLAM 4145.3 (for military air shipments).

- F.3. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- F.4. When applicable, a Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.
- G. SUPPLEMENTAL INSTRUCTIONS: NA

(DS6419) (End of Clause)

INSPECTION AND ACCEPTANCE

 9
 52.246-2
 INSPECTION OF SUPPLIES--FIXED-PRICE
 AUG/1996

 10
 52.246-16
 RESPONSIBILITY FOR SUPPLIES
 APR/1984

11 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT FEB/1999

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

Title Number Date Tailoring Requirements

Quality Management System ISO 9001 2008

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Be	Page 11 of 47	
CONTINUATION SHEET	PHN/SHN W56HZV-12-Q-0371	MOD/AMD	
Name of Offeror or Contractor:			

Name of Offeror or Contractor:

FIRST ARTICLE TEST (CONTRACTOR TESTING) MAR/2008 TACOM (RI)

- a. The first article shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.
- b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.
- c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:
- (1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.
- (2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.
- (3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.
- (4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.
- (5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.
- d. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.
- e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be copy furnished to -RDAR-QEP-F, and to the Administrative Contracting Officer.
- 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.

(End of Clause) (ES6026)

- 13 52.211-4029 INTERCHANGEABILITY OF COMPONENTS MAY/1994 (TACOM)
- (a) <u>DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL</u>. 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.

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Name of Offeror or Contractor:

- (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]

14 (52.246-4006) INSPECTION POINT: ORIGIN; ACCEPTANCE POINT: DESTINATION FEB/1995 (TACOM)

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

Contractor's Plant:	
	(Name and Address)
Subcontractor's Plant:	
	(Name and Address)

[End of Clause]

15 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL TACOM RI

MAY/1994

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

(ES7012) (End of Clause)

DELIVERIES OR PERFORMANCE

16	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
17	52.242-15	STOP-WORK ORDER	AUG/1989
18	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
19	52.247-34	F.O.B. DESTINATION	NOV/1991
20	52.247-48	F.O.B. DESTINATIONEVIDENCE OF SHIPMENT	FEB/1999
21	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2011) ALTERNATE I (DEC	DEC/2011

COMPINITION CITE	Reference No. of Document Be	ing Continued	Page 13 of 47
CONTINUATION SHEE	PIIN/SIIN W56HZV-12-Q-0371	MOD/AMD	
Name of Offeror or Contractor:			
2011	.)		
22 52.242-4022 DELI (TACOM)	VERY SCHEDULE		SEP/2008
(a) Delivery under this contrac	et must conform to the required schedule spec	cified below, unless acc	celeration is acceptable.
(b) DEFINITIONS:			
(1) DAYS means the number applies.	of days after the date of contract award whe	en you must deliver the	stated quantity (QTY) of
(2) DELIVERY is defined as	s follows:		
FOB Origin - Contracton the individual contract; or	or is required to deliver its shipment as pro	ovided in FAR 52.247-29((a)(1)-(4) by the time speci
ecified in the individual contract. the destination designated in the	ractor is required to deliver its shipment at The contractor must take into consideration contract, to ensure that the item reaches it ivery to be made according to the following	the length of time nec s destination by the ti	cessary to deliver its shipm
pecified in the individual contract. the destination designated in the (c) The Government requires del	The contractor must take into consideration contract, to ensure that the item reaches it ivery to be made according to the following	n the length of time nec is destination by the ti schedule:	cessary to deliver its shipm
pecified in the individual contract. the destination designated in the (c) The Government requires del	The contractor must take into consideration contract, to ensure that the item reaches it	n the length of time nec is destination by the ti schedule:	cessary to deliver its shipm
pecified in the individual contract. the destination designated in the (c) The Government requires del (1) GOVERNMENT REQUIRED DEI ITEM NO. QTY	The contractor must take into consideration contract, to ensure that the item reaches it ivery to be made according to the following JUERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)	n the length of time nec is destination by the ti schedule:	cessary to deliver its shipm
cecified in the individual contract. The destination designated in the (c) The Government requires del (1) GOVERNMENT REQUIRED DEI ITEM NO. QTY 0001AA 238 ea. 0001AB 1 Report	The contractor must take into consideration contract, to ensure that the item reaches it ivery to be made according to the following sivery SCHEDULE WITH FIRST ARTICLE TEST (FAT) WITHIN DAYS AFTER DATE OF CONTRACT AWARD 307 DARO	the length of time nects destination by the tischedule:	essary to deliver its shipm me reflected in the contrac
cecified in the individual contract. The destination designated in the (c) The Government requires del (1) GOVERNMENT REQUIRED DEI ITEM NO. QTY 0001AA 238 ea. 0001AB 1 Report	The contractor must take into consideration contract, to ensure that the item reaches it ivery to be made according to the following sivery SCHEDULE WITH FIRST ARTICLE TEST (FAT) WITHIN DAYS AFTER DATE OF CONTRACT AWARD 307 DARO 157 DARO	the length of time nects destination by the tischedule:	essary to deliver its shipm me reflected in the contrac
cecified in the individual contract. The destination designated in the (c) The Government requires del (1) GOVERNMENT REQUIRED DEI ITEM NO. QTY 0001AA 238 ea. 0001AB 1 Report (2) GOVERNMENT REQUIRED DEI ITEM NO. QTY	The contractor must take into consideration contract, to ensure that the item reaches it ivery to be made according to the following sivery schedule with first article test (fat) within days after date of contract award 307 daro 157 daro Sivery schedule if there is no first article within days after date of contract award 150 daro	the length of time nects destination by the tischedule:	essary to deliver its shipm me reflected in the contrac
ecified in the individual contract. the destination designated in the (c) The Government requires del (1) GOVERNMENT REQUIRED DEI ITEM NO. QTY 0001AA 238 ea. 0001AB 1 Report (2) GOVERNMENT REQUIRED DEI ITEM NO. QTY 0001AA 238 ea. (d) Accelerated delivery sch (e) If an accelerated delivery	The contractor must take into consideration contract, to ensure that the item reaches it ivery to be made according to the following sivery schedule with first article test (fat) within days after date of contract award 307 daro 157 daro Sivery schedule if there is no first article within days after date of contract award 150 daro	the length of time nects destination by the tist schedule: TEST (FAT), OR IF FAT I	ressary to deliver its shipm me reflected in the contraction of the co
cecified in the individual contract. The destination designated in the contract of the destination designated in the contract. (c) The Government requires delicated in the contract of the Government requires delicated in the contract of the Government Required DEI of the Govern	The contractor must take into consideration contract, to ensure that the item reaches it inverse to be made according to the following sivery schedule with first article test (fat). WITHIN DAYS AFTER DATE OF CONTRACT AWARD 307 DARO 157 DARO JIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE WITHIN DAYS AFTER DATE OF CONTRACT AWARD 150 DARO edule is acceptable. ry schedule is not acceptable, the required	the length of time nects destination by the tist schedule: TEST (FAT), OR IF FAT I	ressary to deliver its shipm me reflected in the contraction of the co

(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 0001AA 238 ea. _____DARO

[End of Clause]

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CONTRACT ADMINISTRATION DATA

23 252.204-0005 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]

24 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN) AUG/2012

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

The document type the contractor shall use is as follows:

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

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Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

25 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

26	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
27	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
28	52.212-4	CONTRACT TERMS AND CONDITIONSCOMMERCIAL ITEMS	FEB/2012
29	52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT	OCT/1997
30	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
		MODIFICATIONS	
31	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATAMODIFICATIONS	OCT/2010
32	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
33	52.219-13	NOTICE OF SET-ASIDE OF ORDERS	NOV/2011
34	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
35	52.222-3	CONVICT LABOR	JUN/2003
36	52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
37	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
38	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
39	52.222-26	EQUAL OPPORTUNITY	MAR/2007
40	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009

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CON	IINUATION S	HEEI	PIIN/SIIN W56HZV-12-Q-0371 MOD/AMD	
ame of Offer	or or Contractor:	•		•
41	52.223-18	ENCOURAGI	G CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
42	52.223-19	COMPLIANC	E WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
43	52.225-13	RESTRICTION	ONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
44	52.227-1	AUTHORIZA'	TION AND CONSENT	DEC/2007
45	52.232-1	PAYMENTS		APR/1984
46	52.232-8	DISCOUNTS	FOR PROMPT PAYMENT	FEB/2002
47	52.232-11	EXTRAS		APR/1984
48	52.232-23	ASSIGNMEN'	OF CLAIMS (JAN 1986) ALTERNATE I (APR 1984)	APR/1984
49	52.232-25	PROMPT PA	MENT	OCT/2008
50	52.232-33	PAYMENT B	ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	OCT/2003
51	52.233-1	DISPUTES		JUL/2002
52	52.233-3	PROTEST A	TER AWARD	AUG/1996
53	52.233-4	APPLICABL	E LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
54	52.243-1	CHANGES	FIXED PRICE	AUG/1987
55	52.247-68	REPORT OF	SHIPMENT (REPSHIP)	FEB/2006
56	52.249-1	TERMINATION FORM	ON FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT	APR/1984
57	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
58	52.253-1	COMPUTER	SENERATED FORMS	JAN/1991
59	252.203-7000	REQUIREME	TTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
60	252.203-7002	REQUIREME	TT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
61	252.204-7000	DISCLOSUR	OF INFORMATION	DEC/1991
62	252.204-7003	CONTROL O	GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
63	252.204-7006	BILLING I	STRUCTIONS	OCT/2005
64	252.204-7008	EXPORT-CO	TROLLED ITEMS	APR/2010
65	252.215-7000	PRICING A	DJUSTMENTS	DEC/2012
66	252.216-7004		REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY MENT PERSONNEL	SEP/2011
67	252.223-7008	PROHIBITI	ON OF HEXAVALENT CHROMIUM	MAY/2011
68	252.225-7001	BUY AMERI	CAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
69	252.225-7002	QUALIFYIN	COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
70	252.225-7016	RESTRICTION	ON ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
71	252.225-7033	WAIVER OF	UNITED KINGDOM LEVIES	APR/2003
72	252.227-7013	RIGHTS IN	TECHNICAL DATANONCOMMERCIAL ITEMS	FEB/2012
73	252.227-7014		NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER COCUMENTATION	FEB/2012
74	252.227-7016	RIGHTS IN	BID OR PROPOSAL INFORMATION	JAN/2011
75	252.231-7000	SUPPLEMEN'	CAL COST PRINCIPLES	DEC/1991
76	252.232-7003	ELECTRONI	SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
77	252.232-7010	LEVIES ON	CONTRACT PAYMENTS	DEC/2006
78	252.243-7001	PRICING O	F CONTRACT MODIFICATIONS	DEC/1991
79	252.244-7000	SUBCONTRAC	TS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD	JUN/2012
80	252.246-7000		INSPECTION AND RECEIVING REPORT	MAR/2008
81	252.247-7023		ATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY	MAY/2002
82	52.209-3		CCLE APPROVAL CONTRACTOR TESTING (SEP 1989) ALTERNATE	SEP/1989

⁽a) The Contractor shall test 3 unit(s) of Lot/Item 0001AA as specified in this contract. At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

⁽b) The Contractor shall submit the first article test report within 157 calendar days from the date of this contract to Procurement Contracting Officer (PCO - see Narrative COO1) marked First Article Test Report: Contract No. __TBD_____, Lot/Item No. _0001AB___. 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

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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)

- 83 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL AUG/2012
- (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).

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- (iv) 52.232-25, Prompt Payment (Oct 2008).
- (v) 52.233-1, Disputes (July 2002).
- (vi) 52.244-6, Subcontracts for Commercial Items (Jan 2011).
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
 - (1) The clauses listed below implement provisions of law or Executive order:
- (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).
- (ii) 52.222-19, Child LaborCooperation 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, Wade 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 ActSupplies (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 TransferCentral Contractor Registration (Oct 2003). (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

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Name of Offeror or Contractor:

EFT information.)

- (xii) 52.232-34, Payment by Electronic Funds TransferOther than Central Contractor Registration (May 1999). (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:
- (i) 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (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): http://farsite.hill.af.mil/VFDFARA.HTM or http://farsite.hill.af.mil/VFDFARA.HTM or http://farsite.hill.af.mil/VFDFARA.HTM or http://farsite.hill.af.mil/VFDFARA.HTM or http://farsite.hill.af.mil/VFDFARA.HTM or
- (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.

Reference No. of Document Being Continued Page 20 of 47 **CONTINUATION SHEET** PIIN/SIIN W56HZV-12-Q-0371 MOD/AMD Name of Offeror or Contractor:

84 52 219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION APR / 2012

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

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

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

- (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:
- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
 - (3) For long-term contracts
 - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

*HYPERLINK "http://www.sba.gov/content/table-small-business-size-standards"http://www.sba.gov/content/table-small-business-size-

- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

he Contractor	represents	that	it [] is,	[]	is	not a	small	l busine	ss co	oncern	under	NAICS	Code			assigned	to	contra	act
number			. [Co	ntract	or to	sig	n and	date	and ins	ert a	authori	zed s	igner':	s name	and	title].				

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Name of Offeror or Contractor:

85 52.223-3

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

JAN/1997

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

Material Identification No.

(If none, insert None)

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Governments 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)

- 86 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:

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Name of Offeror or Contractor:

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)

87 52.232-99

PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEV AUG/2012

(DEV 2012- 2012-00014)

00014)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor
- (b) Inculde the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

88 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:

 $\label{lem:http://www.acq.osd.mil/dpap/dars/index.htm} or \ \ \, \text{http://www.acq.osd.mil/dpap/dars/index.htm} \quad or \ \ \, \text{http://farsite.hill.af.mil/VFAFARa.HTM}$

(End of Clause)

89 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)

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
- (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:

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1	11'	\ Eodorol	Insecticide,	Funciaido	and	Podontidido	7 a+ 1

- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.
- (c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL	(If	None,	Insert	None.)	ACT	

- (d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.
- (e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

- 91 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/acginfo/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]

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LIST OF ATTACHMENTS

 List of Addenda
 Number

 Addenda
 Title
 Date
 of Pages
 Transmitted By

 Attachment 0001
 DOCUMENT SUMMARY LIST
 06-MAR-2012
 001

 Attachment 0002
 CONTRACT DATA REQUIREMENT LIST
 16-MAR-2012
 002

92 52.204-4500 ADDITIONAL ATTACHMENTS FEB/2012

TACOM (RI)

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

Title / Number of Pages

Instructions and Address Code Distribution (ARDEC or Chem-Bio) See $\verb|http://contracting.tacom.army.mil/engr/engrchange.htm|$

1 Pg

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

1 Pc

Data Delivery Description Engineering Change Proposal

a Daa

Data Delivery Description Notice of Revision

2 Pgs

Data Delivery Description Request for Deviation

4 Pgs

Guidance on Documentation of Contract Data Requirements List (CDRL) $\,$

2 Pgs

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C	ONTINUATION SI	HEET	PIIN/SIIN W56HZV-12-Q-0371	MOD/AMD	
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REPRESENTAT	IONS, CERTIFICATIONS,	AND OTHER S	STATEMENTS OF OFFERORS		
93	52.225-20	PROHIBITION CERTIFICATI	N ON CONDUCTING RESTRICTED BUSINESS C	OPERATIONS IN SUDAN	AUG/2009
94	52.225-25	PROHIBITION	N ON CONTRACTING WITH ENTITIES ENGAGI RELATING TO IRANREPRESENTATION AND		DEC/2012
95	252.203-7005		FION RELATING TO COMPENSATION OF FORM		NOV/2011
96	52.219-1	SMALL BUSIN	NESS PROGRAM REPRESENTATION (APR 201	1) ALTERNATE I	APR/2011
(a)(1) The	North American Indust	ry Classific	cation System (NAICS) code for this a	acquisition is 331210.	
(2) The s	mall business size st	andard is 1	,000.		
			a concern which submits an offer in i		
(b) Represe	ntations.				
	fferor represents as	part of its	offer that it		
is, is not	a small business conc	ern.			
represents,	lete only if the offe	=	nted itself as a small business conce s, that it	ern in paragraph (b)(1)	of this provision.] The offerd
is, is not,	a small disadvantage	d business o	concern as defined in 13 CFR 124.1002	2.	
	lote only if the offe				
represents	as part of its offer		nted itself as a small business conce	ern in paragraph (b)(1)	of this provision.] The offere
represents		that it		ern in paragraph (b)(1)	of this provision.] The offerd
represents is, is not (4) Women	as part of its offer a women-owned small b -owned small business	that it ousiness cond (WOSB) cond		[Complete only if the	offeror represented itself as
represents is, is not (4) Women yomen-owned (i) It	as part of its offer a women-owned small b -owned small business small business conce _ is, _ is not a WOSB conce	that it ousiness cond ((WOSB) cond orn in paragn orn eligible	cern. cern eligible under the WOSB Program.	[Complete only if the feror represents as pa	offeror represented itself as rt of its offer that
represents is, is not (4) Women comen-owned (i) It no change i (ii) It representat n the join	as part of its offer a women-owned small b -owned small business small business conce is, is not a WOSB conce n circumstances or ad is, is not a joint ven ion in paragraph (b)(that it cusiness cond (WOSB) cond crn in paragr crn eligible (verse decision atture that cond 4)(i) of this cor shall ent	cern. cern eligible under the WOSB Program. caph (b)(3) of this provision.] The companies with the requirements of 13 Complies with the requirements of the WOSB c	[Complete only if the offeror represents as part all the required documents eligibility; and the EFR part 127, and the EFR concern eligible under	offeror represented itself as rt of its offer that ents to the WOSB Repository, a r the WOSB Program participati
represents is, is not (4) Women women-owned (i) It no change i (ii) It representat in the join	as part of its offer a women-owned small b -owned small business small business conce is, is not a WOSB conce n circumstances or ad is, is not a joint ven ion in paragraph (b)(t venture. [The offer	that it cusiness cond (WOSB) cond crn in paragr crn eligible (verse decision atture that cond 4)(i) of this cor shall ent	cern. cern eligible under the WOSB Program. caph (b)(3) of this provision.] The companies with the requirements of 13 Complies with the requirements of the WOSB c	[Complete only if the offeror represents as part all the required documents eligibility; and the EFR part 127, and the EFR concern eligible under	offeror represented itself as rt of its offer that ents to the WOSB Repository, a r the WOSB Program participati

- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--
- ___ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the $\textit{representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. \\ [The$

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offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:]
Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offferor represents as part of its offer that it is,
is not a veteran-owned small business concern.
(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision. The offeror represents as part of its offer that is is,
is not a service-disabled veteran-owned small business concern.
(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that
(i) It is, is not is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint
venture:] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
(9) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:
Black American.
Hispanic American.
Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
Individual/concern, other than one of the preceding.
(c) Definitions. As used in this provision
"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"

- (1) Means a small business concern
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned

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business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- "Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firms status as a small, HUBZone small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

97 52.207-4 ECONOMIC PURCHASE QUANTITY-SUPPLIES AUG/1987

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

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

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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)

98 52.212-3 OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC APR/2011 2012) - ALTERNATE I (APR 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certificates electronically via https://www.acquisition.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

- (a) Definitions. As used in this provision--
- "Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
- "Inverted domestic corporation" as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"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

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(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.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education; or
 - (6) Have been voluntarily suspended.

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
- "Service-disabled veteran-owned small business concern"--
 - (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
- "Subsidiary" means an entity in which more than 50 percent of the entity is owned--
 - (1) Directly by a parent corporation; or
 - (2) Through another subsidiary of a parent corporation.
- "Veteran-owned small business concern" means a small business concern--
- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - (2) The management and daily business operations of which are controlled by one or more veterans.

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"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- "Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.
- (b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through https://www.acquisition.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in 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 paragraphs ________. [Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. 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. 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 electronically on ORCA.]
- (c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.
- __ is not a small business concern.

 (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph
 (c)(1) of this provision.] The offeror represents as part of its offer that it
 __ is,
 __ is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it
- ___ is,
 __ is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it
- ___ is, ___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(1) Small business concern. The offeror represents as part of its offer that it

- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it
- ___ is,
 __ is not a women-owned small business concern.
- (6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--
- (i) It ___ is, ___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint

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venture. [The offeror shall enter the name are participating in the joint venture:]	or names of the WOSB concern eligible	under the WOSB Program and	other small businesses that
Each WOSB concern eligible under the WOSB F representation.	rogram participating in the joint vent	ture shall submit a separat	e signed copy of the WOSB
(7) Economically disadvantaged women-owner concern eligible under the WOSB Program in			represented itself as a WOSB
(i) It is, is not an EDWOSB concircumstances or adverse decisions have been			tory, and no change in
(ii) It is, is not a joint vent paragraph (c)(7)(i) of this provision is act the name or names of the EDWOSB concern and other small businesses that are participati	curate for each EDWOSB concern partici		
Each EDWOSB concern participating in the jorepresentation.	int venture shall submit a separate si	igned copy of the EDWOSB	
Note: Complete paragraphs (c)(8) and (c)(9)	only if this solicitation is expected	d to exceed the simplified	acquisition threshold.
(8) Women-owned business concern (other t and did not represent itself as a small bus is, a women-owned business concern.			
(9) Tie bid priority for labor surplus ar surplus areas in which costs to be incurred to more than 50 percent of the contract pri	on account of manufacturing or produc		
(10) [Complete only if the solicitation of Disadvantaged Business Concerns, or FAR 52. and the offeror desires a benefit based on	219-25, Small Disadvantaged Business E		
(i) General. The offeror represents that	at either		
(A) It is, is not certified identified, on the date of this representat Search database maintained by the Small Bus control has occurred since its certification the net worth of each individual upon whom exclusions set forth at 13 CFR 124.104(c)(2	siness Administration (PRO-Net), and thon, and, where the concern is owned by the certification is based does not ex	ed business concern in the nat no material change in d one or more individuals cl	CCR Dynamic Small Business isadvantaged ownership and aiming disadvantaged status,
(B) Ithas, has not submitted	l a completed application to the Small	Business Administration or	a Private Certifier to be

certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

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(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified

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HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
(ii) It is, not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:
a separate signed copy of the HUBZone representation.
(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(8) of this provision.) [The offeror shall check the category in which its ownership falls]:
Black American.
Hispanic American.
Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
Individual/concern, other than one of the preceding.
(d) Representations required to implement provisions of Executive Order 11246
(1) Previous contracts and compliance. The offeror represents that
(i) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
(ii) It has, has not, filed all required compliance reports.
(2) Affirmative Action Compliance. The offeror represents that
(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
(e) Certification Regarding Payments to Influence Rederal Transactions (31 H.S.C. 1352). (Applies only if the contract is expected to

- (f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those 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 (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with

(2) Foreign End Products:

the award of any resultant contract.

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LINE	ITEM	NO.	COUNTRY	OF	ORIGIN

[List as necessary]

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."
- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled Buy American Act -- Free Trade Agreements -- Israeli Trade Act. The offeror shall list as other foreign end products those 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 (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (2) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled Buy American Act -- Free Trade Agreements -- Israeli Trade Act:

Canadian End Products:

Line Item No.:

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[List as necessary]

(3) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act'':

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act'':

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

- (5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled Trade Agreements.
 - (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No. Country of Origin

[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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(1) _	Are,	_ are not	presently	debarred,	suspended,	proposed	for	${\tt debarment},$	or	declared	ineligible	for	the	award	of	contracts	by
ny Fede	eral agency	7;															

- (2) ____ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - (i) Taxes are considered delinquent if both of the following criteria apply:
- (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - (ii) Examples.
- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
 - (1) Listed End Product

Listed End Product Listed Countries of Origin

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
- [] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- [] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to

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Name of Offeror or Contractor:

determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

- (j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) 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 outside the united States); or
 - (2) [] Outside the United States.
- (k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]
- (1) [] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [] does not certify that
- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
 - (2) [] Certain services as described in FAR 22.1003-4(d)(1). The offeror [] does [] does not certify that
- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22 1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
 - (3) If paragraph (k)(1) or (k)(2) of this clause applies
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
 - (3) Taxpayer Identification Number (TIN).

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Name o	f Offeror o	r Contractor:

* TIN:
* TIN has been applied for.
* TIN is not required because:
* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connecte with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
* Offeror is an agency or instrumentality of a foreign government;
* Offeror is an agency or instrumentality of the Federal Government.
(4) Type of organization.
* Sole proprietorship;
* Partnership;
* Corporate entity (not tax-exempt);
* Corporate entity (tax-exempt);
* Government entity (Federal, State, or local);
* Foreign government;
* International organization per 26 CFR 1.6049-4;
* Other
(5) Common parent.
* Offeror is not owned or controlled by a common parent;
* Name and TIN of common parent:
Name
TIN
(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
(n) Prohibition on Contracting with Inverted Domestic Corporations
(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.
(2) Representation. By submission of its offer, the offeror represents that

- do
 - (i) It is not an inverted domestic corporation; and
 - (ii) It is not a subsidiary of an inverted domestic corporation.
- (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
 - (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (2) Representation and certifications. Unless a waiver is granted or an exception applies as rovided in paragraph (0)(3) of this provision, by submission of its offer, the offeror--
 - (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government

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Name of Offeror or Contractor:

of Iran or any entitie	s or individuals owned	or controlled by,	or acting on behalf or at t	he direction of, the government of Iran

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

- (3) The representation and certification requirements of paragraph (0)(2) of this provision do not apply if--
 - (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
 - (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

99 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that --

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

100 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that

(a) It [] has developed and has on file,

[] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

101 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;

Reference No. of Document Being Continued Page 39 of 47 **CONTINUATION SHEET** PIIN/SIIN W56HZV-12-Q-0371 MOD/AMD Name of Offeror or Contractor: (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) 102 252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX JAN/2012 (DEV 2012-LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 00004) 2012-00004) (a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that--(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government. (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government. (b) The Offeror represents that --

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

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

FEB/1998

(End of provision)

OUOTER REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

the authority responsible for collecting the tax liability,

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

52.213-4007

(TACOM)

[] Do Not.

months.

103

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

(b) The term <u>supplies</u> is defined in the <u>Transportation of Supplies by Sea</u> 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]

104 52.215-4005 MINIMUM ACCEPTANCE PERIOD OCT/1985 (TACOM)

- (a) ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.
 - (b) The Government requires a minimum acceptance period of sixty (60) calendar days.
- (c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: _____ calendar days

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

[End of Provision]

105 52.215-4010 AUTHORIZED NEGOTIATORS (TACOM)

JUN/2008

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

[End of Provision]

106 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)
(TACOM)

OCT/2008

- (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.

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(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]

107 52.245-4004 CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE AND JAN/1991 EVALUATION FACTOR FOR USE OF THE GOVERNMENT-OWNED PROPERTY

ALL OFFERORS ARE REQUESTED TO COMPLETE THE FOLLOWING REPRESENTATION:

The offeror certifies that there $\begin{bmatrix} & 1 \end{bmatrix}$ is $\begin{bmatrix} & & & & & & & & & & & & & & & \\ & & & & & & & & & & & & & \\ & & & & & & & & & & & & & \\ & & & & & & & & & & & & \\ & & & & & & & & & & & \\ & & & & & & & & & & \\ & & & & & & & & & & \\ & & & & & & & & & \\ & & & & & & & & \\ & & & & & & & & \\ & & & & & & & & \\ & & & & & & & & \\ & & & & & & & \\ & & & & & & & \\ & & & & & & & \\ & & & & & & & \\ & & & & & & \\ & & & & & & \\ & & & & & & \\ & & & & & & \\ & & & & & \\ & & & & & \\ & & & & & \\ & & & & & \\ & & & & & \\ & & & & & \\ & & & & & \\ & & & & & \\ & & & & \\ & & & & \\ & & & & \\ & & & & \\ & & & & \\ & & & & \\ & & & \\ & & & \\ & & & \\ & & & \\ & & & \\ & & & \\ & & & \\ & & & \\ & & & \\ & & & \\ & & & \\ & & & \\ & & & \\ & & & \\ & & & \\ & & \\ & & & \\ & & \\ & & & \\ & \\ & & \\ & & \\ & & \\ & \\ & \\ & & \\ & \\ & \\ & \\ & \\ & \\ & \\ & \\ & \\ & \\ & \\ & \\ & \\ & \\ & \\$

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

[] will

[] will not

[] may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

OFFERORS CHECKING "IS" AND "WILL" ABOVE SHALL ALSO COMPLETE THE FOLLOWING:

(a) Under each line for entries in the <u>Unit Price</u> and the <u>Amount</u> columns in the Schedule (see Section B of this solicitation), offeror shall add the following evaluation factor line and insert the appropriate unit and total price figures if the conditions of subparagraph c. below are met:

Evaluation factor: \$_____ \$____

- (b) Computation of the evaluation factor is explained in the provision in Section M entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.
 - (c) An evaluation factor entry is to be made only if:
 - (1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and
 - (2) The offer is predicated on authorized rent-free use of Government-owned property.
- (d) An offeror's insertion or non-insertion of an evaluation factor constitutes, respectively, the offeror's certification that his offer is or is not so predicated. The evaluation factor will be added to the offered price for evaluation purposes. See additional provisions concerning Government-owned property in Sections L and M herein.
- (e) <u>CAUTION:</u> Rental charges for the use of Government-owned property may accrue, if timely and appropriate approval of rent-free use is not obtained.

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

108	52.212-1	INSTRUCTIONS TO OFFERORSCOMMERCIAL ITEMS	FEB/2012
109	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
110	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
111	52.215-1	INSTRUCTIONS TO OFFERORSCOMPETITIVE	JAN/2004
112	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY	APR/2008

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PREPAREDNESS, AND ENERGY PROGRAM USE

Any contract awarded as a result of this solicitation will be [] DX rated order; [XX] 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)

113 52.211-1

AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29

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

GSA Federal Supply Service Specifications Section, Suite 8100 470 East LEnfant 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)

114 52.211-2

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

- (a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
 - (1) ASSIST (http://assist.daps.dla.mil/)
 - (2) Quick Search (http://assist.daps.dla.mil/quicksearch/)
 - (3) ASSISTdocs.com (http://assistdocs.com).
- (b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by
 - (1) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);
 - (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

115 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):

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116 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)

117 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]

118 52.215-20 REQUIREMENTS FOR INFORMATION OTHER THAN COST OR PRICING DATA, ALT. IV OCT/1997 dated Oct. 1997

(a) Submission of cost or pricing data (defined in FAR 2.101) is not required. To determine reasonableness of the offered price(s), if the contracting officer determines it is necessary to obtain supporting information from the offeror, the contracting officer reserves the right to require the offeror to submit the information described in (b) below. If that information is inapplicable

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or inadequate for determining price reasonableness, the contracting officer reserves the right to require the offeror to submit the information described in (c) below.

- (b) The offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --
- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy of, or describe, current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
- (2) For catalog, price list or other items, evidence of prices charged customers in the commercial market, under similar circumstances. This may include copies of contracts (or invoices) with commercial customers to document the prices charged.
- (c) If the contracting officer determines this necessary, the offeror shall submit a breakdown of the elements of cost (material, labor, overheads, other direct costs, packaging, G&A, profit or fee, etc.) used in the development of (or to support) the proposed price. For each of these elements of cost, the contracting officer reserves the right to require the offeror to also provide enough supporting detail and/or rationale to enable the contracting officer to evaluate the reasonableness of the cost element.
- (d) The electronic format and media for any information the offeror submits under this clause should meet the quidance in this Website:

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

[End of clause]

119 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES MAY/2011 (TACOM) (NON-US POSTAL SERVICE MAIL)

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

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Name of Offeror or Contractor:

- (a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm
- (b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

121 52.233-4001 HO-AMC LEVEL PROTEST PROCEDURES

OCT/2006

(a) Policy:

A protest to a U.S. Army Materiel Command forum is a <u>protest to the agency</u>, 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) <u>Election of Forum</u>:

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

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Name of Offeror or Contractor:

Fax: (256) 450-8840

Packages sent by FedEx or UPS should be addressed to: Headquarters U.S. Army Materiel Command Office of Command Counsel 4400 Martin Road

Rm: A6SE040.001

Redstone Arsenal, AL 35898-5000

Fax: (256) 450-8840

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

- (2) Within 10 working days after the protest is filed, the contracting officer, with the assistance of legal counsel, shall file with the HQAMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.
- (3) The HQAMC protest decision authority will issue a written decision within 20 working days after the filing of the protest.
- (4) The written decision will be binding on the Army Materiel Command and its contracting activities.
- (5) For good cause shown, the HQAMC protest decision authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within one working day of the decision to grant the extension.
- (h) Effect of Protest on Award and Performance:
- (1) <u>Protests before award</u>: 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) <u>Protests after award</u>: 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]

122 52.245-4002 ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL MAR/1996 (TACOM) TOOLING

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

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Name of Offeror or Contractor:

property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

- (c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.
- (d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

EVALUATION FACTORS FOR AWARD

123 52.209-4011 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD (TACOM)

JAN/2001

- (a) We'll award a contract to the offeror that:
 - (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value 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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ATT/EXH ID Attachment 0001
PAGE 1

DOCUMENT SUMMARY LIST

Item: TUBE

NSN: 4710-01-483-8823

Control Number/PRON: EH2V1674EH

CONCIOI NUMBER / FRON - ENZVIO / FER

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

DOCUMENT CATEGORY:

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

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

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

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

Document Number (Contract Reference) Applicable Tailoring	Document Title	Document Date/ Document Category
la. N/A	Section C titled: Configuration Management Documentation	N/A Cat 2
1b. DI-CMAN-80639C (seq A001)	Engineering Change Proposal (ECP)	30 Sep 00 Cat 1
1c. DI-CMAN-80640C (seq A002)	Request for Deviation (RFD)	30 Sep 00 Cat 1
1d. DI-CMAN-80642C (seq A003)	Notice of Revision (NOR)	30 Sep 00 Cat 1
2. ANSI/ISO/ASQC Q9001-2008	American National Standard Quality Quality Management Systems	15 Nov 08

Requirements

ATT/EXH ID Attachment 0002

PAGE 1

CONTRACT DATA REQUIREMENTS LIST DD FORM 1423 (MECHANIZED)

CATEGORY: MISC SYSTEM/ITEM: TUBE TO CONTRACT/PR: EH2V1674EH

NSN: 4710-01-483-8823

1. SEQUENCE NUMBER 2. TITLE OF DATA ITEM 3. SUBTITLE 4. DATA ITEM NUMBER 5. CONTRACT REFERENCE 6. TECHNICAL OFFICE 7. DD 250 10. FREQUENCY	DISTRIBUTION 8. APP CODE 11. AS OF DATE	9. DIST	STATEMENT REQUIRED
12. DATE OF 1ST SUBMISSION	13. DATE OF SUBSEQUENT		
1. A001	14. SEE ADDRESS CODE		
2. ENGINEERING CHANGE PROPOSAL (ECP) 3.	DISTRIBUTION ATTACHED***	/ /	
4. DI-CMAN-80639C*			
5. SECTION C			
6. RDAR-EIS-PDR 7. LT	8	9.	**
10. ASREQ 11	15. TOTAL	0/ 0/ 0	
12. ASREQ 13. ASREQ			
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1. A002	14.		
2. REQUEST FOR DEVIATION (RFD)**** 3.	SEE ADDRESS CODE DISTRIBUTION ATTACHED***	/ /	
4. DI-CMAN-80640C*			
5. SECTION C			
6. RDAR-EIS-PDR 7. LT	8	9.	**
10. ASREQ 11	15. TOTAL	0/ 0/ 0	
12. ASREQ 13. ASREQ			
16. REMARKS *DELETE PARAGRAPH 2 OF DID. SEE ATTACH ENT OF RFD. ADEQUATE DATA/ANALYSIS/TE E TO PARAGRAPH 24 AND 25 OF DATA DELIV	ESTING TO SUPPORT THE POS	SITION RELATIV	

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MPLEMENTED BY THE DOD CONFIG MGR. ***SUBMIT ELECTRONICALLY TO

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<u>usarmy.RIA.ardec.mbx.ardec-ecp-input@mail.mil</u>. ELECTRONIC FILES MUST BE LESS THAN 7MB. THE FORMS LOCATED AT

https://www.pica.army.mil/prod_techdata/cmdocs-links.htm ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM (DD FORMS).

****THE CONTRACTOR SHALL IDENTIFY IF THE RFD IS PRIOR TO MFG OR NON-CONFORM ING MTRL. A PRIOR TO MFG DESCRIBES A PROPOSED DEPARTURE FROM CONFIG DOCS FO R A SPECIFIC NUMBER OF UNITS OR FOR A SPECIFIED PERIOD OF TIME. A NON-CONFO RMING MTRL RFD IS USED TO OBTAIN AUTH TO DELIVER NON-CONFORMING MTRL WHICH DOES NOT MEET THE CONFIG DOCS BUT IS SUITABLE FOR USE AS IS OR AFTER REPAIR.

12. ASREQ 13. ASREQ

16. REMARKS

*DELETE PARAGRAPH 2 OF DID. SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF NOR. CONTRACTOR FORMAT IS ACCEPTABLE, DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). **SUBMIT ELECTRONICALLY TO usarmy.RIA.ardec.mbx.ardec-ecp-input@mail.mil. ELECTRONIC FILES MUST BE LESS THAN 7MB. THE FORMS LOCATED AT

https://www.pica.army.mil/prod_techdata/cmdocs-links.htm ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM (DD FORMS). ***THE DIST STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER.

DATE: 16 MAR 12