

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b> Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 59						
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number W56HZV-14-R-0016		6. Solicitation Issue Date 2014APR01				
7. For Solicitation Information Call:		A. Name SHERYL HARRIS			B. Telephone Number (No Collect Calls) (586)282-8733		8. Offer Due Date/Local Time 2014MAY02					
9. Issued By U.S. ARMY CONTRACTING COMMAND WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL  Email: SHERYL.D.HARRIS@US.ARMY.MIL				Code W56HZV		10. This Acquisition is <input type="checkbox"/> Unrestricted OR <input type="checkbox"/> Set Aside: % For:						
				<input type="checkbox"/> Small Business		<input type="checkbox"/> Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program						
				<input type="checkbox"/> Hubzone Small Business		<input type="checkbox"/> Economically Disadvantaged Women-Owned Small Business (EDWOSB)						
				<input type="checkbox"/> Service-Disabled Veteran-Owned Small Business		NAICS: 336992						
				<input type="checkbox"/> 8(A)		Size Standard:						
11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule			12. Discount Terms			<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)		13b. Rating DOA4				
14. Method Of Solicitation				<input type="checkbox"/> RFQ		<input type="checkbox"/> IFB		<input checked="" type="checkbox"/> RFP				
15. Deliver To SEE SCHEDULE			Code		16. Administered By				Code			
Telephone No.												
17a. Contractor/Offeror			Code		Facility		18a. Payment Will Be Made By				Code	
Telephone No.												
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum								
19. Item No.	20. Schedule Of Supplies/Services  SEE SCHEDULE  (Use Reverse and/or Attach Additional Sheets As Necessary)				21. Quantity	22. Unit	23. Unit Price		24. Amount			
25. Accounting And Appropriation Data						26. Total Award Amount (For Govt. Use Only)						
<input checked="" type="checkbox"/> 27a.Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.						
<input type="checkbox"/> 27b.Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.						
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified.						<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:						
30a. Signature Of Offeror/Contractor					31a. United States Of America (Signature Of Contracting Officer)							
30b. Name And Title Of Signer (Type Or Print)			30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)			31c. Date Signed				

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

Received  Inspected  Accepted, And Conforms To The Contract, Except As Noted: \_\_\_\_\_

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative		32f. Telephone Number of Authorized Government Representative			
		32g. E-Mail of Authorized Government Representative			
33. Ship Number	34. Voucher Number	35. Amount Verified Correct For	36. Payment		37. Check Number
<input type="checkbox"/> Partial <input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		
38. S/R Account No.	39. S/R Voucher Number	40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment		42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer		41c. Date		42b. Received At (Location)	
		42c. Date Rec'd (YY/MM/DD)		42d. Total Containers	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 59</b>
	PIIN/SIIN W56HZV-14-R-0016 MOD/AMD	

**Name of Offeror or Contractor:**

SUPPLEMENTAL INFORMATION

Buyer Name: SHERYL HARRIS  
 Buyer Office Symbol/Telephone Number: CCTA-AHL-B/(586)282-8733  
 Type of Contract: Firm Fixed Price  
 Kind of Contract: Supply Contracts and Priced Orders  
 Weapon System: BFVS(M2, M2A1, M2A2),BFVS(M3, M3A1,M3A2)

\*\*\* End of Narrative A0000 \*\*\*

1. This solicitation is sole sourced to ThermaSys Corporation (CAGE 4C8A9), and will result in a contract for the following item with one 100% option.

Noun: Radiator Engine Coolant  
 NSN: 2930-01-423-5011  
 Qty: 85

2. Top drawing is source controlled to ThermaSys Dynamics INC., P/N: 12297938-1.

3. Packaging requirements are according to clause 52.211-4515.

4. All shipments will be FOB Origin to the following address:

Parcel Post:  
 SU WOMC ARMY GENERAL SUPPLY (W562RM)  
 CENTRAL RECEIVING  
 10TH STREET AND K AVENUE  
 RED RIVER ARMY DEPOT, TX 75507-5000

\*\*\* END OF NARRATIVE A0001 \*\*\*

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

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

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

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

(d) Requirements for the online ASFI bid submission:

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

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

[https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr=W56HZV13R0338](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV13R0338)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 3 of 59</b>
	PIIN/SIIN W56HZV-14-R-0016	MOD/AMD

**Name of Offeror or Contractor:**

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

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

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

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

(e) Note to offerors:

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

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

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

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

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

(g) If you have questions or need help using ProcNet, call our E-commerce Contracting Help Desk at (586) 282-7059, or send an email to [usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil](mailto: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            52.201-4000            ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON            APR/2011

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

[End of Provision]

3            52.212-4003            ALL OR NONE--COMMERCIAL ITEM ACQUISITION            SEP/1996  
(TACOM)

This provision serves as an addendum that modifies paragraph (h) of FAR 52.212-1, entitled INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS. Paragraph (h) is modified to say that you must offer to provide the total quantity of the items in this solicitation. ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS



CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-R-0016 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  RADIATOR,ENGINE COO NSN: 2930-01-423-5011 FSCM: 19207 PART NR: 12297938-1																									
0001AA	<u>PRODUCTION QUANTITY</u>  COMMODITY NAME: RADIATOR,ENGINE COO PRON: EH3V1029EH PRON AMD: 03 AMS CD: SM2B1100000  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <table border="0" data-bbox="264 1157 846 1203"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W56HZV3071T600</td> <td>W562RM</td> <td>J</td> <td></td> <td>2</td> </tr> </table> <table border="0" data-bbox="264 1209 824 1312"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>50</td> <td>0120</td> </tr> <tr> <td>002</td> <td>35</td> <td>0150</td> </tr> </table> FOB POINT: Origin  SHIP TO: (W562RM) SU WOMC ARMY GENERAL SUPPLY CENTRAL RECIEVING 10TH STREET AND K AVENUE TEXARKANA, TX, 75507-5000	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W56HZV3071T600	W562RM	J		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	50	0120	002	35	0150	85	EA	\$ _____	\$ _____
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																					
001	W56HZV3071T600	W562RM	J		2																					
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																								
001	50	0120																								
002	35	0150																								

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																				
0002	<p>RADIATOR, ENGINE COOLANT                      NSN: 2930-01-423-5011                      FSCM: 19207                      PART NR: 12297938-1</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001). The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative A001)</p>																																								
0002AA	<p><u>UNEXERCISED OPTION CLIN</u></p> <p>COMMODITY NAME: RADIATOR, ENGINE COOLANT</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING REQUIREMENT CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>50</td> <td></td> <td>0120</td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>35</td> <td></td> <td>0150</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (W562RM) SU WOMC ARMY GENERAL SUPPLY                      DLA DISTRIBUTION RED RIVER</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001						<u>DEL REL CD</u>	<u>QUANTITY</u>		<u>DAYS AFTER AWARD</u>			001	50		0120			002	35		0150			85	EA	\$ _____	\$ _____
DOC	SUPPL																																								
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																				
001																																									
<u>DEL REL CD</u>	<u>QUANTITY</u>		<u>DAYS AFTER AWARD</u>																																						
001	50		0120																																						
002	35		0150																																						

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
**PIIN/SIIN** W56HZV-14-R-0016 **MOD/AMD**

**Name of Offeror or Contractor:**

<b>ITEM NO</b>	<b>SUPPLIES/SERVICES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
	HIGHWAY 82 WEST TEXARKANA, TX, 75507-5000				

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 8 of 59**

PIIN/SIIN W56HZV-14-R-0016

MOD/AMD

**Name of Offeror or Contractor:**

## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-4015 CONFIGURATION CONTROL - ENGINEERING CHANGES	DEC/2005

## (a) DEFINITIONS:

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

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

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

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

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

(A) In deliverable end item quantities only;

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

(C) To the contract type only.

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

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

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

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

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

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

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

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

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

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

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-R-0016	<b>Page</b> 9 <b>of</b> 59 <b>MOD/AMD</b>
---------------------------	---	--

**Name of Offeror or Contractor:**

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

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

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

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

(f) Approval of ECPs, VECPs and RFDs.

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

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

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

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

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

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

(j) Questions.

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

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

[End of Clause]

The following Xd item applies to this solicitation:

- [ X ] 1. There is no Technical Data Package (TDP) included with this solicitation.
- [ ] 2. This solicitation contains one or more web-located TDPs. If multiple Contract Line Item Numbers (CLINS) are listed below, each one will have its own URL just under the CLIN listing. The URL will take you to that CLINs Web-located TDP. To access the TDP, you will have to copy or type the links URL to your web browser address bar at the top of the screen.  
Note: To copy a link from a .pdf file, click on the Text Select Tool, then highlight the URL, copy and paste it into your browser, and hit the Enter key.  
CLIN: -1-  
TDP Link (URL): -2-
- [ ] 3. The TDP for this solicitation resides within FedBizOpps (://www.fbo.gov), associated with this solicitation number, and can be accessed via this URL:

To access the data through FBO:  
a. Log on to the FBO web site.

**Name of Offeror or Contractor:**

- b. Enter your Marketing Partner Identification Number (MPIN).
- c. Search for the solicitation number.
- d. If solicitation is Export Controlled, select Verify MPIN.
- (1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq..
- (2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.
- (3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to ://www.dlis.dla.mil/jcp/ click on documents and follow instructions provided. Processing time is estimated at six (6) to ten (10) weeks after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.
- (4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.
- e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the FBO system administrator at Army Contract Command - Warren (DTA) with all the information needed for them to grant you access. FBO will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this FBO-TDP access/approval process through the FBO system.
- f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to ://www.fbo.gov/index The FBO helpdesk phone number is (866) 606-8220. Vendors are responsible for placing correct information in FBO.
- g. It is strongly suggested that you submit the explicit access request and provide the buyer with the completed Use and Non-Disclosure Agreement at the same time if the solicitation requires both to gain access to view the TDP.
- h. A user guide for FBO can be found at ://www.fbo.gov - on the right is User Guides - click on Vendor.
- [End of clause]

3            52.246-4053            USE OF MIL-STD 1916            JAN/2001  
(TACOM)

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

[End of Clause]

4            52.211-4008            DRAWING LIMITATIONS            NOV/2005  
(TACOM)

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

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

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

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

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-R-0016 <b>MOD/AMD</b>	<b>Page 11 of 59</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

---

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

(End of Clause)

5	52.211-4010 (TACOM)	ACQUISITION OF SOURCE-CONTROLLED PART NUMBER	FEB/1998
---	------------------------	--	----------

Acquisition under this contract is restricted to:

(1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and

(2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided (i) that these nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a nonlisted part number as described in this paragraph (2) have executed the provision 52.211-4038 entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM herein.

[End of Clause]

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

Page 12 of 59

PIIN/SIIN W56HZV-14-R-0016

MOD/AMD

**Name of Offeror or Contractor:**

## PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-4515 (TACOM)	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	FEB/2012

(a) Military preservation, packing, and marking for this contract/order shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1, Revision D, Dated 15 Dec 1999 and Notice 1, dated 10 May 2002, and the Special Packaging Instruction, see below.

- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: A
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIAL PACKAGING INSTRUCTION NUMBER: AK14235011

(a) REVISION: N/A

(b) DATE OF REVISION: As listed on SPI

(c) THE REQUIRED SPECIAL PACKAGING INSTRUCTION (SPI) IS AVAILABLE ON THE WEB AT THE FOLLOWING URL:  
<https://www.tacom.army.mil/ilsc/tdps/phst/SPI/02/72/30.pdf>

(Note: You must have the Adobe Acrobat reader installed on your PC to view the SPI. See the Army Contracting Command - Warren (DTA) web site (<http://contracting.tacom.army.mil/faq.htm>) for information on obtaining the latest version of the reader. If you're experiencing problems opening the Special Packaging Instructions in Adobe .PDF images using Internet Explorer, try the following: Go to "Tools," then "Internet Options." Click on the "Advanced" tab. Scroll down to the "Security" section. Uncheck "Do not save encrypted pages to disk." Click "Apply." Click "OK.")

(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 preferred pallet is 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:

(1) In addition to any special markings called out on the SPI, 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 Military Shipment Label (MSL). The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive 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 (WPM): Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an accredited agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking: Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with [https://www.ippc.int/servlet/BinaryDownloaderServlet/133703\\_ISPM15\\_2002\\_with\\_Ann.pdf?filename=1152091663986\\_ISPM\\_15\\_2002\\_with\\_Annex1\\_2006\\_E.pdf&refID=133703](https://www.ippc.int/servlet/BinaryDownloaderServlet/133703_ISPM15_2002_with_Ann.pdf?filename=1152091663986_ISPM_15_2002_with_Annex1_2006_E.pdf&refID=133703) and be marked with an ALSC approved dunnage stamp, marked at two foot intervals (in the case of dunnage shorter than

**Name of Offeror or Contractor:**

2 feet, each piece must still have the mark present). Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(e) Hazardous Materials (As applicable):

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

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

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

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

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

(f) 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.

(g) SUPPLEMENTAL INSTRUCTIONS:

In lieu of MIL-P-116, refer to MIL-STD-2073-1D. In lieu of Method I, refer to Method 20. In lieu of MIL-L-21260, refer to MIL-PRF-21260. In lieu of MIL-C-5501, refer to NAS 847. In lieu of MIL-C-16173, refer to MIL-PRF-16173. In lieu of PPP-B-621, refer to ASTM D6880. In lieu of MIL-STD-731, refer to ASTM D6199. In lieu of NN-P-530, refer to A-A-55057, Type A, Exposure 1.

[End of Clause]

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W56HZV-14-R-0016

**MOD/AMD**

**Name of Offeror or Contractor:**

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
2	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
4	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

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

Title	Number	Date	Tailoring
ISO	9001	2008	delete 7.3

(End of Clause)

5	52.211-4029 (TACOM)	INTERCHANGEABILITY OF COMPONENTS	MAY/1994
---	------------------------	----------------------------------	----------

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

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

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

- (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
- (2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

6	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
---	------------------------	--	----------

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

INSPECTION POINT: \_\_\_\_\_  
 (Name) (CAGE)

\_\_\_\_\_  
 (Address) (City) (State) (Zip)

ACCEPTANCE POINT: \_\_\_\_\_  
 (Name) (CAGE)

\_\_\_\_\_  
 (Address) (City) (State) (Zip)

[End of Clause]

7	52.246-4049 (TACOM-WARREN)	DRAWINGS FOR INSPECTION--COMMERCIAL ITEMS	AUG/2007
---	-------------------------------	---	----------

(a) When requested, the Contractor shall make available to the Government Inspector, the drawings and specifications to which the product was manufactured. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-R-0016 <b>MOD/AMD</b>	<b>Page 15 of 59</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

specifications will be returned to the Contractor.

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

(c) The Government may rely on the contractors Certificate of Conformance, as outlined in FAR 52.246-15, that the commercial item tendered for acceptance conforms to the contract requirements. However, conditions may warrant that the contractor be required to make available to the Government drawings, specifications or other technical data such that the Government can determine if the commercial item meets the contract requirements. These conditions may include but not be limited to the following: 1.) Complex items or items which have quality characteristics, for which contractual conformance must be established through precise measurements and functional operation either as an individual item or in conjunction with other items. 2.) Items used in critical applications or items denoted as critical on technical data. 3.) Items with known quality conformance issues. 4.) Items with an unstable design history. 5.) Contractor changes in technical requirements, technical data, and/or production processes which impacts the fit, form or function of the item.

[End of clause]

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

Page 16 of 59

PIIN/SIIN W56HZV-14-R-0016

MOD/AMD

**Name of Offeror or Contractor:**

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
3	52.247-29	F.O.B. ORIGIN	FEB/2006
4	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	FEB/2006
5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
6	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
7	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
8	52.242-4022 (TACOM)	DELIVERY SCHEDULE	SEP/2008

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

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

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

N/A

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

ITEM NO.	Qty	WITHIN DAYS AFTER DATE OF AWARD
0001AA	50	120
	35	150

(d) Accelerated delivery schedule is acceptable.

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

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

ITEM NO.	Qty	WITHIN DAYS AFTER DATE OF AWARD
NA	NA	NA

(2) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED

ITEM NO.	Qty	WITHIN DAYS AFTER DATE OF AWARD
0001AA	50	120
	35	150

[End of Clause]

## Name of Offeror or Contractor:

9 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS APR/2012  
(WARREN)

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officers best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box \_\_\_\_, Fiber Box \_\_\_\_, Barrel \_\_\_\_, Reel \_\_\_\_, Drum \_\_\_\_, Other (Specify) \_\_\_\_\_;

(ii) Shipping configuration: Knocked-down \_\_\_\_, Set-up \_\_\_\_, Nested \_\_\_\_, Other (specify) \_\_\_\_\_;

(iii) Size of container: \_\_\_\_ (Length), x \_\_\_\_ (Width), x \_\_\_\_ (Height) = \_\_\_\_ Cubic Ft;

(iv) Number of items per container \_\_\_\_\_ each;

(v) Gross weight of container and contents \_\_\_\_ Lbs;

(vi) Palletized/skidded \_\_Yes \_\_ No;

(vii) Number of containers per pallet/skid \_\_\_\_\_;

(viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ Lbs;

(ix) Size of pallet/skid and contents \_\_\_\_\_ Lbs\* Cube \_\_\_\_\_;

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation \_\_\_\_\_;

(ii) Tender/Tariff \_\_\_\_\_;

(iii) Item \_\_\_\_\_.

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of Clause)

\*52.247-4060, TACOM Clarification for Guaranteed Shipping Characteristics

While the Guaranteed Shipping Characteristics clause at 52.247-60 requires at item (ix) the size of pallet/skid and contents, TACOM requests that contractors use the following to calculate the data:

a. To calculate Lbs in item (ix) above: [(v) x (vii)] + (viii)

b. To calculate Cube in item (ix) above: provide length, width and height of loaded pallet in inches. This should be greater than item (iii).

(End of TACOM clause clarifying language)





**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 20 of 59**

PIIN/SIIN W56HZV-14-R-0016

MOD/AMD

**Name of Offeror or Contractor:**

Culbertson, PA

Chambersburg, PA

Chambersburg, PA 17201-4150

661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

\*\*\*SPLC indicates Standard Point Locator Code.

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

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

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

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

[End of Clause]

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

Page 21 of 59

PIIN/SIIN W56HZV-14-R-0016

MOD/AMD

**Name of Offeror or Contractor:**

## CONTRACT ADMINISTRATION DATA

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

1	252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013
---	--	----------

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

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

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

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

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

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

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

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

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

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

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

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

Combo, Invoice, or Receiving Report

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

Origin

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

Routing Data Table\*

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> PIIN/SIIN W56HZV-14-R-0016	<b>Page 22 of 59</b> MOD/AMD
---------------------------	--	---------------------------------

**Name of Offeror or Contractor:**

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

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

sheryl.d.harris.civ@mail.mil

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

Suzanne Gibson at suzanne.m.gibson4.civ@mail.mil and/or Kate Webster at katherine.t.webster.civ@mail.mil

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

(End of clause)

2	252.204-0005 (DFARS PGI)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) - Line Item Specific: by Cancellation Date	SEP/2009
---	-----------------------------	--	----------

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

[End of Clause]

3	52.247-4021	TRANSPORTATION ACCOUNT CODE (TAC) FOR FOB ORIGIN SHIPMENT (ACC-WRN)	FEB/2012
---	-------------	---	----------

DCMA: The TAC to use in GBL preparation for shipments made under this contract is AUAU.

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

Page 23 of 59

PIIN/SIIN W56HZV-14-R-0016

MOD/AMD

**Name of Offeror or Contractor:**

SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

Warren: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](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](mailto:usarmy.detroit.acc.mbx.wrn-web-page@mail.mil) or by calling (586) 282-7059.

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

PIIN/SIIN W56HZV-14-R-0016

MOD/AMD

**Name of Offeror or Contractor:**

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.202-1	DEFINITIONS	NOV/2013
2	52.203-3	GRATUITIES	APR/1984
3	52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN/2010
4	52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC/2011
5	52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC/2012
6	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
7	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
10	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	JUL/2013
11	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
12	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
13	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
14	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
15	52.222-26	EQUAL OPPORTUNITY	MAR/2007
16	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
17	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
18	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
19	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
20	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
21	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
22	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
23	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
24	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
25	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
26	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
27	52.232-17	INTEREST	OCT/2010
28	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
29	52.233-1	DISPUTES (JUL 2002) -- ALTERNATE I (DEC 1991)	DEC/1991
30	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
31	52.246-23	LIMITATION OF LIABILITY	FEB/1997
32	52.247-21	CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE	APR/1984
33	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
34	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
35	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
36	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
37	252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)	JAN/2011
38	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
39	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
40	252.225-7008	RESTRICTION ON ACQUISITION OF SPECIALTY METALS	MAR/2013
41	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2013
42	252.225-7021	TRADE AGREEMENTS	OCT/2013
43	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
44	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
45	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
46	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (JUN 2013) -- ALTERNATE III (MAY 2002)	MAY/2002
47	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
48	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JAN/2014

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22U.S.C. 7104(g)).

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

Page 25 of 59

PIIN/SIIN W56HZV-14-R-0016

MOD/AMD

**Name of Offeror or Contractor:**

--Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act -- Reporting Requirements (JUL 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)(section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

(9) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(11) [Reserved]

(12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.

(13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013)(15 U.S.C. 637 (d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(iv) Alternate III (Jul 2010) of 52.219-9.

(16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(17) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).

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

Page 26 of 59

PIIN/SIIN W56HZV-14-R-0016

MOD/AMD

**Name of Offeror or Contractor:**

- (18) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (20) 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (Jul 2013)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f)
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013)(15 U.S.C. 632(a)(2)).
- (24) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (25) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (26) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- (27) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- (30) 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).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)(29 U.S.C. 793).
- (32) 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).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (39) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).
- (40)(i) 52.225-3, Buy American Act Free Trade Agreements -- Israeli Trade Act (NOV 2012) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- (ii) Alternate I (MAR 2012) of 52.225-3.
- (iii) Alternate II (MAR 2012) of 52.225-3.
- (iv) Alternate III (NOV 2012) of 52.225-3.

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

Page 27 of 59

PIIN/SIIN W56HZV-14-R-0016

MOD/AMD

**Name of Offeror or Contractor:**

\_\_\_ (41) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

   X    (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).

\_\_\_ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (48) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).

\_\_\_ (49) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).

\_\_\_ (50) 52.232-36, Payment by Third Party (Jul 2013)(31 U.S.C. 3332).

\_\_\_ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

\_\_\_ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, (Nov 2007)(41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

**Name of Offeror or Contractor:**

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Oct 2010)(E.O. 11246).

(v) 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).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

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

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)

(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 29 of 59**

PIIN/SIIN W56HZV-14-R-0016

MOD/AMD

**Name of Offeror or Contractor:**

49 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed -3-.

(End of Clause)

50 52.217-4001 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY FEB/2007  
(TACOM)

(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than 180 days after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

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

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

[End of Clause]

51 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL JAN/2014  
ITEMS)

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

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

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

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

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

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

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

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

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

(2) Listed below are additional clauses that apply:

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

**Name of Offeror or Contractor:**

- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Jul 2013).
- (v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).
- (vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
- (vii) 52.233-1, Disputes (July 2002).
- (viii) 52.244-6, Subcontracts for Commercial Items (Jul 2013).
- (ix) 52.253-1, Computer Generated Forms (Jan 1991).
- (x) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

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

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

- (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).
- (ii) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2014) (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.)

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

Page 31 of 59

PIIN/SIIN W56HZV-14-R-0016

MOD/AMD

**Name of Offeror or Contractor:**

(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 (Jul 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon

**Name of Offeror or Contractor:**

request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

(End of Clause)

52

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

JUL/2013

(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 <http://www.sba.gov/content/table-small-business-size-standards>

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, 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 SAM, or does not have a representation in SAM 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:

**Name of Offeror or Contractor:**

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

(End of clause)

53

52.223-3

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

JAN/1997

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

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

Material	Identification No.
(If none, insert None)	

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

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

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

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

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

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

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 34 of 59**

PIIN/SIIN W56HZV-14-R-0016

MOD/AMD

**Name of Offeror or Contractor:**

54

52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

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

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

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

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

## Warning

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

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

(End of Clause)

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

Page 35 of 59

PIIN/SIIN W56HZV-14-R-0016

MOD/AMD

**Name of Offeror or Contractor:**

## REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL/2013
2	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
3	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
4	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
5	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2014

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336992.

(2) The small business size standard is 1000.

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

**Name of Offeror or Contractor:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

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

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

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

\_\_\_ (A) Basic.

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W56HZV-14-R-0016

**MOD/AMD**

**Name of Offeror or Contractor:**

\_\_\_ (B) Alternate I.

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

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

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

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

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

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

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

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

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

(End of provision)

6            52.207-4            ECONOMIC PURCHASE QUANTITY-SUPPLIES            AUG/1987

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**OFFEROR RECOMMENDATIONS**

ITEM	QUANTITY	PRICE QUOTATION	TOTAL
_____	_____	_____	_____

**Name of Offeror or Contractor:**

(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)

7

52.209-7

INFORMATION REGARDING RESPONSIBILITY MATTERS

JUL/2013

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

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

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

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

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

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

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

(End of provision)

**Name of Offeror or Contractor:**

8 52.212-3 OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV APR/2011  
2013) - 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 <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) 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
- (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;

**Name of Offeror or Contractor:**

(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.

"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

**Name of Offeror or Contractor:**

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 SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM 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 SAM.]

(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.

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

(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 venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:]

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

**Name of Offeror or Contractor:**

(i) It \_\_\_ is, \_\_\_ is not an EDWOSB concern, 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 omplies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The 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.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it \_\_\_ is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either

(A) It \_\_\_ is, \_\_\_ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It \_\_\_ has, \_\_\_ has not submitted 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--

(i) It \_\_\_ is, \_\_\_ 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, \_\_\_ 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: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit 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]:

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W56HZV-14-R-0016

**MOD/AMD**

**Name of Offeror or Contractor:**

\_\_\_ 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 Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to 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 the award of any resultant contract.

(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."

(2) Foreign End Products:

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



**Name of Offeror or Contractor:**

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)(5)(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--

(1) \_\_\_ Are, \_\_\_ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(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

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

Page 46 of 59

PIIN/SIIN W56HZV-14-R-0016

MOD/AMD

**Name of Offeror or Contractor:**

(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 it has made a good faith effort to 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

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

Page 47 of 59

PIIN/SIIN W56HZV-14-R-0016

MOD/AMD

**Name of Offeror or Contractor:**

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  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 the SAM 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).

\* 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 connected 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;

**Name of Offeror or Contractor:**

\* 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--

- (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 provided in paragraph (o)(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 of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the 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/tllsdsn.pdf>).

(3) The representation and certification requirements of paragraph (o)(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



**Name of Offeror or Contractor:**

(b) The Offeror represents that--

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

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

(End of provision)

11	252.209-7999 (DEV 2012- 00004)	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004)	JAN/2012
----	--------------------------------------	---	----------

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

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

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

(b) The Offeror represents that--

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

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

(End of provision)

12	252.225-7020	TRADE AGREEMENTS CERTIFICATE	JAN/2005
----	--------------	------------------------------	----------

(a) Definitions. Designated country end product, nondesignated country end product, qualifying country end product, and U.S.-made end product have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government

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

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Governments requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

Name of Offeror or Contractor:

(2) The following supplies are other nondesignated country end products:

(Line Item Number) (Country of Origin)
\_\_\_\_\_
\_\_\_\_\_

(End of provision)

13 52.211-4038 REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM APR/1997
(TACOM)

Manufacturers whose part number is not listed in the Schedule or in the Technical Data Package, but who have successfully manufactured and supplied the required item to a firm whose part number is set forth in the Schedule or Technical Data Package, must complete the following certificate if they wish to submit a responsive offer on the basis of their nonlisted part numbers.

REPRESENTATION

(1) On (date) \_\_\_\_\_ we manufactured and supplied to (approved manufacturer) \_\_\_\_\_ items to which we have assigned our part number \_\_\_\_\_. (Approved manufacturer) \_\_\_\_\_ then redesignated our item with their part number \_\_\_\_\_ without reworking or modifying our item in any way, and without rejecting more than \_\_\_\_\_% of the \_\_\_\_\_ total items we supplied them for failure to conform to specification.

(2) Our redesignated item is in continued satisfactory use, and the approved manufacturer has furnished us no unresolved report of deficiencies in our item as previously supplied to them, or as currently being produced for them.

(3) We will supply items to the Government under our part number \_\_\_\_\_ that are identical to items supplied by (approved manufacturer) \_\_\_\_\_ under their part number \_\_\_\_\_.

[End of Provision]

14 52.215-4010 AUTHORIZED NEGOTIATORS MAR/2013
(TACOM)

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

PERSONS AUTHORIZED TO NEGOTIATE

NAME: \_\_\_\_\_
TITLE: \_\_\_\_\_
TELEPHONE NUMBER: \_\_\_\_\_
EMAIL ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_
TITLE: \_\_\_\_\_
TELEPHONE NUMBER: \_\_\_\_\_
EMAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_
\_\_\_\_\_

[End of Provision]



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

Page 53 of 59

PIIN/SIIN W56HZV-14-R-0016

MOD/AMD

**Name of Offeror or Contractor:**

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	JUL/2013
2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
3	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
4	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
5	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
6	252.204-7011	ALTERNATIVE LINE-ITEM STRUCTURE	SEP/2011
7	252.215-7008	ONLY ONE OFFER	OCT/2013
8	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

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

(End of Provision)

9	52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE IV (OCT 2010)	OCT/2010
---	-----------	--	----------

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below:

(b) The contracting officer reserves the right to require the offeror to submit the information described in (1) below to determine reasonableness of the offered price(s). If that information is inapplicable or inadequate for determining price reasonableness, the contracting officer reserves the right to require the offeror to submit the information described in (2) below.

(1) The offeror shall, at a minimum, submit information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(a) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy 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;

(b) 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.

(2) If the contracting officer determines the submitted information to be inadequate, 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 or rationale to enable the contracting officer to evaluate the reasonableness of the cost element(s) (FAR 15.403-1(c)(3)(ii)(c)).

(End of clause)

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (Army Contracting Command Warren - Protest Coordinator, Mail Stop 315, 6501 e. 11 Mile Rd., Warren, MI 48397-5000).

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 54 of 59</b>
	PIIN/SIIN W56HZV-14-R-0016 MOD/AMD	

**Name of Offeror or Contractor:**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

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

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

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

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

(End of Provision)

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

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

- (1) ASSIST (<http://assist.daps.dla.mil/>)
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
- (3) ASSISTdocs.com (<http://assistdocs.com>).

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

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard/>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

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

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-R-0016 MOD/AMD	Page 55 of 59
<b>Name of Offeror or Contractor:</b>		

14            52.252-5            AUTHORIZED DEVIATIONS IN PROVISIONS            APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

15            52.211-4048            NOTICE REGARDING REQUIRED MANUFACTURER'S PART NUMBER            FEB/1998  
(TACOM)

(a) Please see the provision entitled ACQUISITION OF MANUFACTURER'S PART NUMBER in this solicitation. As stated there, this acquisition is restricted to the manufacturer's part number or numbers identified in the Schedule (Section B), or in the Technical Data Package. Thus, with the exceptions described in paragraph b. below, and in the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM, offers that propose to furnish any alternative to the required manufacturer's part number(s) will not be considered for contract award. It is understood that, by submitting an offer under this solicitation, offeror agrees to supply one of the required part numbers unless he meets the conditions set forth either in paragraph (b) below or in the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM.

(b) Required Approval for Equivalent Items

(1) If a firm manufacturers an item which it believes to be totally equivalent to the required item(s), it may submit an offer based on the equivalent item if the following conditions are met:

(i) Prior to receipt of this solicitation, the firm must have received written TACOM approval of a test procedure on its nonlisted item.

(ii) The firm must indicate in its offer the date of the written TACOM approval of its test procedure, and the name and title of the approving official.

(iii) The firm indicates in its offer that it is in the process of having its item independently tested per the approved test procedure to demonstrate full physical, functional, and mechanical interchangeability of its part with an already approved part cited in this solicitation, or that it is awaiting final TACOM engineering approval of the summary report furnished at the conclusion of independent testing; and

(iv) The firm must have secured final written approval of its part from TACOM engineering by the time of bid opening, (in the case of formally advertised acquisitions), or by the time of contract award, (in the case of negotiated acquisitions).

(2) Notwithstanding the foregoing, the Government expressly reserves to the Procuring Contracting Officer the right to waive the conditions set forth in paragraph (b)1 above in making an award when it is clearly established, in his sole discretion, that written approval from TACOM engineering of a nonlisted part number can be obtained without delay in the anticipated date of award.

When the foregoing conditions are met, the Government reserves the right to make an award for a nonlisted item. In no other instance will award be made to any firm that does not agree to furnish one of the required part numbers listed in this solicitation.

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

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

Notwithstanding the fact that ordnance drawings furnished with this solicitation may list particular manufacturer part numbers as approved sources, or as being the same as, or equivalent to, the ordnance part described on the drawing, the item to be supplied under this solicitation must conform to all specific technical requirements expressed on such drawing(s). To the extent that there may be any

**Name of Offeror or Contractor:**

inconsistency between a manufacturer's part number and specific technical requirements expressed on an ordnance drawing which references the manufacturer's part number, the specific technical requirements shall control and take precedence. Offerors shall bear the responsibility of verifying that the approved part as supplied will conform with all such specific technical requirements.

[End of Provision]

17            52.211-4054            PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES            MAR/1989  
(TACOM)

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

18            52.246-4001            OFFEROR'S QUALITY ASSURANCE SYSTEM            MAY/2005  
(TACOM)

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

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

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

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

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

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

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

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

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

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

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

[End of Provision]

---

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 57 of 59****PIIN/SIIN** W56HZV-14-R-0016**MOD/AMD**

---

**Name of Offeror or Contractor:**

---

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

Page 58 of 59

PIIN/SIIN W56HZV-14-R-0016

MOD/AMD

**Name of Offeror or Contractor:**

## EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
2	52.247-47	EVALUATION--F.O.B. ORIGIN	JUN/2003
3	52.247-4006 (TACOM)	METHOD OF EVALUATION FOR F.O.B. ORIGIN TRANSPORTATION OFFERS	MAR/2014

(a) For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are:

- in effect (or the lowest rates that will become effective before the expected date of initial shipment), and
- on file or published with the Transportation Officer by the date of bid opening (or by the closing date specified for requests for proposals), and
- for the Government selected method of shipment, and
- based upon the following freight classification:

STCC: NA                    STCC ITEM NO.: NA  
NMFC: 100                 NMFC ITEM NO: 128130

End of Provision]

4	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001
---	------------------------	---	----------

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

- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value 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]

5	52.217-4003 (TACOM)	EVALUATION OF INCOMPLETE OPTION PRICING	FEB/1998
---	------------------------	---	----------

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

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

---

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 59 of 59****PIIN/SIIN** W56HZV-14-R-0016**MOD/AMD**

---

**Name of Offeror or Contractor:**

---

identified against any range or subquantity of the option CLIN.

(End of Provision)

6

52.247-4015  
(TACOM)

EVALUATION OF TRANSPORTATION COSTS FOR OPTIONS (F.O.B. ORIGIN)

SEP/2006

We will compute and identify transportation costs for the basic quantity only.

[End of Provision]