

1. Request No. W56HZV-14-T-0261	2. Date Issued 2014JUL01	3. Requisition/Purchase Request No. See Schedule	4. Cert For Nat Def. Under BDSA Reg. 2 and/or DMS Reg. 1	Rating DOA4
------------------------------------	-----------------------------	---	---	----------------

5A. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-HTB-A WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL	6. Deliver by (Date) See Schedule
	7. Delivery <input type="checkbox"/> FOB Destination <input checked="" type="checkbox"/> Other

5B. For Information Call: (Name and telephone no.) (No collect calls) JOSEPH BADALAMENTI (586) 282-5678 EMAIL: JOSEPH.A.BADALAMENTI.CIV@MAIL.MIL	
--	--

8. To: Name and Address, Including Zip Code	9. Destination (Consignee and address, including Zip Code)  See Schedule
---	--

10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date) 2014JUL31	IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.
--	---

**11. Schedule (Include applicable Federal, State, and local taxes)**

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

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

**NOTE: Additional provisions and representations  are  are not attached.**

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-T-0261 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 29
---------------------------	--	----------------------------

**Name of Offeror or Contractor:**

SUPPLEMENTAL INFORMATION

Buyer Name: JOSEPH BADALAMENTI  
 Buyer Office Symbol/Telephone Number: CCTA-HTB-A/(586)282-5678  
 Type of Contract: Firm Fixed Price  
 Kind of Contract: Service Contracts  
 Weapon System: High Mobility Multi-Purpose Wheeled Vehi  
 FMS REQUIREMENT

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

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

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<https://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 <https://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=W56HZV14T0261](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV14T0261).

(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

**Name of Offeror or Contractor:**

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            52.214-4000            ACKNOWLEDGMENT OF AMENDMENTS            OCT/1993

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date in the box below:

:			
:	Amendment Number	:	Date
:	:	:	:
:	:	:	:
:	:	:	:
:	:	:	:
:	:	:	:
:	:	:	:
:	:	:	:
:	:	:	:

[End of Provision]

4            52.214-4003            ALL OR NONE            MAR/1998  
(TACOM)

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

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-T-0261 <b>MOD/AMD</b>	<b>Page</b> 4 <b>of</b> 29
---------------------------	---	----------------------------

**Name of Offeror or Contractor:**

[End of Provision]

5                    52.232-4087                    PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)                    JAN/2012

TACOM-Warren uses Wide Area Workflow, Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. (See DFARS clause 252.232-7003, entitled Electronic Submission of Payment Requests and Receiving Reports). Under WAWF-RA, vendors electronically submit (and track) invoices, and receipt/acceptance documents/reports. Submission of hard copy DD250/invoices is no longer acceptable for payment purposes.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil> There is no charge to use WAWF. Direct any questions relating to system setup and vendor training to the Help Desk at Ogden, UT at 1-866-618-5988. Web-based training for WAWF is also available at <https://wawftraining.eb.mil>

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-T-0261 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  CONTRACTOR CONUS HMM NSN: 9999-99-999-9999													
0001AA	<p><u>CONTRACTOR CONUS HMMWV TRAINING-SERBIA</u></p> <p>SERVICE REQUESTED: CONTRACTOR CONUS HMM                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PRON: J547Y480EH PRON AMD: 01                      AMS CD: WAF004                      CUSTOMER ORDER NO: J54WAF04EHRB                      FMS COUNTRY/CASE: RB/WAF</p> <p>Contractor CONUS HMMWV Maintenance Training for Serbia.</p> <p>4-week training class that will consist of four students, one instructor and one translator.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0" data-bbox="264 1234 769 1310"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-DEC-2014</td> </tr> </table> <p>\$</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-DEC-2014	1	LO	\$ _____	\$ _____
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	31-DEC-2014												
0001AB	<p><u>HMMWV CONTRACTOR TRAINING AIDS - SERBIA</u></p> <p>COMMODITY NAME: CONTRACTOR TRAINING                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PRON: J547Y479EH PRON AMD: 01                      AMS CD: WAF003                      CUSTOMER ORDER NO: J54WAF03EHRB                      FMS COUNTRY/CASE: RB/WAF</p> <p>HMMWV Contractor Training AIDS - Serbia.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>	1	EA	\$ _____	\$ _____									



**Name of Offeror or Contractor:**

## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Serbia M1152 Series HMMWV Maintenance Training - Performance Work Statement (PWS)

## PART I

## General Information

C.1.0 Scope: The Contractor shall provide M1152 Series High Mobility Multi Wheeled Vehicle (HMMWV) Maintenance Training over the course of a 4week period. Each class will consist of four students, one instructor and one translator.

C.1.0.1 Labor Categories and Hour Distribution: The Contractor shall provide personnel to perform the services described in this Performance Work Statement (PWS). The labor categories are defined as follows:

Instructor: The Instructor shall be Original Equipment Manufacturer (OEM) certified in HMMWV Maintenance Training.

Translator: The Translator shall be able to translate automotive terms in a classroom and automotive shop environment.

C.1.1 Period of Performance: The period of performance for this effort is twelve (12) weeks.

C.1.2 Place of Performance: The place of performance for this contract is AM General LLC located in Mishawaka, IN.

C.1.3 Contractor Quality Control: The Contractor shall implement and maintain an effective Quality Control Program (QCP) to ensure services are performed in accordance with this PWS. The Contractors QCP shall outline its procedures to be implemented to identify and either prevent or ensure non-recurrence of defective services; it represents the guidelines for meeting the requirements of this PWS. The Contractor shall provide its QCP in writing via e-mail to the Contract Specialist and the Contracting Officers Representative (COR) within seven (7) days after contract award in accordance with CDRL A001, Quality Control Plan.

C.1.4 Government Quality Assurance Surveillance Plan (QASP): The Government will evaluate the Contractors performance under this contract in accordance with the Quality Assurance Surveillance Plan (Attachment 001). This plan is primarily focused on what the Government must do to ensure that the Contractor performs in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the maximum acceptable defect rate(s).

C.1.5 Performance Evaluation:

C.1.5.1 Government Remedies for Substandard Performance: The Government expects acceptable Contractor performance in PWS execution as defined in the QASP as well as timely submission of all contract deliverables. Substandard Contractor performance matters will be addressed utilizing the clause entitled Disputes at Federal Acquisition Regulation (FAR) 52.233-1 or the clause entitled Default (Fixed-Price Supply and Service) at FAR 52.249-8.

If the Contractor believes that there are excusable circumstances causing substandard contract performance, the Contractor shall inform the COR in writing of the specifics. Circumstances beyond the control of the Contractor include: unsuitable worksite, unavailability of repair components and other cultural issues. The Government will work with the Contractor to resolve these matters.

C.1.5.2 Government Documentation of Performance: Contractor performance (e.g.: complete and timely reporting, work output satisfies customer requirements) will be annotated by the Contracting Officers Representative and will become part of the Contractors past performance record for this contract.

C.1.6 Avoidance of Organizational Conflict of Interest: The Contractor shall comply with information discussed and prescribed in FAR Subpart\~9.5Organizational and Consultant Conflicts of Interest.

C.1.7 Contractor Travel and Living Responsibilities: Travel and Living Allowances consisting of hotels, meals, incidentals and a medical stipend for the students attending the four weeks of training shall be arranged for and provided by the Contractor. The Contractor shall arrange for and pay for the travel of four students traveling from and returning to Serbia. The Contractor shall be responsible for passport and visa processing, facility clearances, identification badges, and security clearance orchestration.

C.1.8 Contracting Officer Representative (COR): In accordance with DFARS 201.602-2, a certified COR will be appointed by the Contracting Officer to perform delegated technical functions inherent to the administration of this contract. The Contractor will receive a copy of the COR appointment letter after contract award that will specify the extent of the CORs authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quantity, delivery or any other term or condition of this contract. In addition to the duties and responsibilities identified in the COR appointment letter, the COR shall perform the functions stated in the Quality Assurance Surveillance Plan (QASP) (Attachment 001). The COR may visit the Contractors facility to observe how cost and schedule information is generated. The Contractor shall provide the COR access to pertinent records and data that support the cost and schedule data reported.

C.1.9 Start of Work Meeting: Within fourteen (14) days of contract award a Start of Work Meeting shall be held. This meeting shall be held telephonically or via a Video Teleconference (VTC) as agreed to by the parties. Attendees representing the Government will include requirements office stakeholders, the Procuring Contracting Officer (PCO), the Contract Specialist and the Contracting Officer

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-T-0261 <b>MOD/AMD</b>	<b>Page</b> 8 <b>of</b> 29
---------------------------	--	----------------------------

**Name of Offeror or Contractor:**

Representative (COR). The Contractors (and possibly subcontractor(s)) key personnel involved in contract orchestration and execution shall also attend the start of work meeting. The topics to be discussed shall include: The Performance Work Statement (PWS), Deliverables, Invoicing, and any other questions or concerns regarding contract execution. Meeting Agenda and Minutes shall be submitted in writing in accordance with CDRL A002, Meeting Agenda and Minutes.

PART 2

FURNISHED PROPERTY, EQUIPMENT, SERVICES, AND DOCUMENTATION

C.2. Government Furnished Property/Equipment/Information: Government furnished Property/Equipment/Information is not anticipated during the performance of this effort.

C.2.1 Contractor Provided Property/Equipment/Information: The Contractor shall provide the necessary vehicles, fuel, lubricants and consumable items to support the HMMWVs during the training program. The contractor shall provide the necessary classrooms, maintenance shop, driving course, tools, equipment and materials during the training program. The Contractor shall provide the necessary documentation, technical manuals and training aids during the training program.

PART 3

SPECIFIC TASKS

C.3.0 Requirements. The Contractor shall provide M1152 Series High Mobility Multi Wheeled Vehicle (HMMWV) Maintenance Training over the course of a 4 week period. Each class will consist of four students, one instructor and one translator.

C.3.1 Task Area 1. Maintenance Training.

C.3.2.1. Maintenance Training shall be conducted over a four (4) week period. The student to instructor ratio is 4 to 1. It is anticipated that the student population of 4 will progress through each week of training.

C.3.2.2 The class shall be held in one week increments, on weekdays; 5 days a week, 8 hours per day. The Contractor shall provide a translator. Topics addressed in the Maintenance Class shall minimally consist of: Introduction to the HMMWV, technical manual usage, Preventative Maintenance Checks and Services (PMCS), and electrical system trouble-shooting. The Contractor shall ensure that students who successfully complete the class receive a Certificate of Completion. Successful completion consists of the student being in attendance during 80% of the course duration.

C.3.2.3 Upon course completion students shall be required to complete a course survey. These surveys shall be compiled by the Contractor and forwarded to the COR within five working days in accordance with CDRL A004 -Course Survey.

C.3.3 Task Area 2. Report Requirements

C.3.3.1 CDRL A001 Quality Control Plan (QCP): The Contractor shall provide its QCP to the Contract Specialist and the COR within seven (7) days of contract award. The Contracting Officer will notify the Contractor of acceptance or required modifications of the QCP no later than five (5) working days after receipt of the QCP.

C.3.3.2 CDRL A002 Meeting Agenda and Minutes: Three (3) working days prior to any meeting in support of this effort, the Contractor shall submit a written meeting agenda to the COR, via e-mail, for review and Government personnel distribution. The Contractor shall be responsible for taking Meeting Minutes to capture key concerns, issues, and information exchanged.

C.3.3.3 CDRL A003 Monthly Performance Reports: The Contractor shall submit written Monthly Performance Reports to the COR commencing thirty (30) days after contract award through contract completion.

C.3.3.4 CDRL A004 Course Surveys: Fifteen (15) Days after completion of the Maintenance Training, the Contractor shall submit completed student surveys.

\*\*\* END OF NARRATIVE C0001 \*\*\*

Serbia M1152 Series HMMWV Maintenance Training - Performance Work Statement (PWS)

PART I

General Information

C.1.0 Scope: The Contractor shall provide M1152 Series High Mobility Multi Wheeled Vehicle (HMMWV) Maintenance Training over the course of a 4-week period. The training class will consist of four students, one instructor and one translator.

C.1.0.1 Labor Categories and Hour Distribution: The Contractor shall provide personnel to perform the services described in this

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-T-0261	<b>Page</b> 9 <b>of</b> 29 <b>MOD/AMD</b>
---------------------------	---	--

**Name of Offeror or Contractor:**

Performance Work Statement (PWS). The labor categories are defined as follows:

Instructor: The Instructor shall be Original Equipment Manufacturer (OEM) certified in HMMWV Maintenance Training.

Translator: The Translator shall be able to translate automotive terms in a classroom and automotive shop environment.

C.1.1 Period of Performance: The period of performance for this effort is twelve (12) weeks.

C.1.2 Place of Performance: The place of performance for this contract is AM General LLC located in Mishawaka, IN.

C.1.3 Contractor Quality Control: The Contractor shall implement and maintain an effective Quality Control Program (QCP) to ensure services are performed in accordance with this PWS. The Contractors QCP shall outline its procedures to be implemented to identify and either prevent or ensure non-recurrence of defective services; it represents the guidelines for meeting the requirements of this PWS. The Contractor shall provide its QCP in writing via e-mail to the Contract Specialist and the Contracting Officers Representative (COR) within seven (7) days after contract award in accordance with CDRL A001, Quality Control Plan.

C.1.4 Government Quality Assurance Surveillance Plan (QASP): The Government will evaluate the Contractors performance under this contract in accordance with the Quality Assurance Surveillance Plan (Attachment 001). This plan is primarily focused on what the Government must do to ensure that the Contractor performs in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the maximum acceptable defect rate(s).

C.1.5 Performance Evaluation:

C.1.5.1 Government Remedies for Substandard Performance: The Government expects acceptable Contractor performance in PWS execution as defined in the QASP as well as timely submission of all contract deliverables. Substandard Contractor performance matters will be addressed utilizing the clause entitled Disputes at Federal Acquisition Regulation (FAR) 52.233-1 or the clause entitled Default (Fixed-Price Supply and Service) at FAR 52.249-8.

If the Contractor believes that there are excusable circumstances causing substandard contract performance, the Contractor shall inform the COR in writing of the specifics. Circumstances beyond the control of the Contractor include: unsuitable worksite, unavailability of repair components and other cultural issues. The Government will work with the Contractor to resolve these matters.

C.1.5.2 Government Documentation of Performance: Contractor performance (e.g.: complete and timely reporting, work output satisfies customer requirements) will be annotated by the Contracting Officers Representative and will become part of the Contractors past performance record for this contract.

C.1.6 Avoidance of Organizational Conflict of Interest: The Contractor shall comply with information discussed and prescribed in FAR Subpart\~9.5Organizational and Consultant Conflicts of Interest.

C.1.7 Contractor Travel and Living Responsibilities: Travel and Living Allowances consisting of hotels, meals, incidentals and a medical stipend for the students attending the four weeks of training shall be arranged for and provided by the Contractor. The Contractor shall arrange for and pay for the travel of four students traveling from and returning to Serbia. The Contractor shall be responsible for passport and visa processing, facility clearances, identification badges, and security clearance orchestration.

C.1.8 Contracting Officer Representative (COR): In accordance with DFARS 201.602-2, a certified COR will be appointed by the Contracting Officer to perform delegated technical functions inherent to the administration of this contract. The Contractor will receive a copy of the COR appointment letter after contract award that will specify the extent of the CORs authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quantity, delivery or any other term or condition of this contract. In addition to the duties and responsibilities identified in the COR appointment letter, the COR shall perform the functions stated in the Quality Assurance Surveillance Plan (QASP) (Attachment 001). The COR may visit the Contractors facility to observe how cost and schedule information is generated. The Contractor shall provide the COR access to pertinent records and data that support the cost and schedule data reported.

C.1.9 Start of Work Meeting: Within fourteen (14) days of contract award a Start of Work Meeting shall be held. This meeting shall be held telephonically or via a Video Teleconference (VTC) as agreed to by the parties. Attendees representing the Government will include requirements office stakeholders, the Procuring Contracting Officer (PCO), the Contract Specialist and the Contracting Officer Representative (COR). The Contractors (and possibly subcontractor(s)) key personnel involved in contract orchestration and execution shall also attend the start of work meeting. The topics to be discussed shall include: The Performance Work Statement (PWS), Deliverables, Invoicing, and any other questions or concerns regarding contract execution. Meeting Agenda and Minutes shall be submitted in writing in accordance with CDRL A002, Meeting Agenda and Minutes.

PART 2

FURNISHED PROPERTY, EQUIPMENT, SERVICES, AND DOCUMENTATION

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-T-0261 <b>MOD/AMD</b>	<b>Page 10 of 29</b>
---------------------------	---	----------------------

**Name of Offeror or Contractor:**

C.2. Government Furnished Property/Equipment/Information: Government furnished Property/Equipment/Information is not anticipated during the performance of this effort.

C.2.1 Contractor Provided Property/Equipment/Information: The Contractor shall provide the necessary vehicles, fuel, lubricants and consumable items to support the HMMWVs during the training program. The contractor shall provide the necessary classrooms, maintenance shop, driving course, tools, equipment and materials during the training program. The Contractor shall provide the necessary documentation, technical manuals and training aids during the training program.

PART 3  
SPECIFIC TASKS

C.3.0 Requirements. The Contractor shall provide M1152 Series High Mobility Multi- Wheeled Vehicle (HMMWV) Maintenance Training over the course of a 4-week period. The training class will consist of four students, one instructor and one translator.

C.3.1 Task Area 1. Maintenance Training.

C.3.2.1. Maintenance Training shall be conducted over a four (4) week period. The student to instructor ratio is 4 to 1. It is anticipated that the student population of 4 will progress through each week of training.

C.3.2.2 The class shall be held in one week increments, on weekdays; 5 days a week, 8 hours per day. The Contractor shall provide a translator. Topics addressed in the Maintenance Class shall minimally consist of: Introduction to the HMMWV, technical manual usage, Preventative Maintenance Checks and Services (PMCS), and electrical system trouble-shooting. The Contractor shall ensure that students who successfully complete the class receive a Certificate of Completion. Successful completion consists of the student being in attendance during 80% of the course duration.

C.3.2.3 Upon course completion students shall be required to complete a course survey. These surveys shall be compiled by the Contractor and forwarded to the COR within five working days in accordance with CDRL A004 -Course Survey.

C.3.3 Task Area 2. Report Requirements

C.3.3.1 CDRL A001 Quality Control Plan (QCP): The Contractor shall provide its QCP to the Contract Specialist and the COR within seven (7) days of contract award. The Contracting Officer will notify the Contractor of acceptance or required modifications of the QCP no later than five (5) working days after receipt of the QCP.

C.3.3.2 CDRL A002 Meeting Agenda and Minutes: Three (3) working days prior to any meeting in support of this effort, the Contractor shall submit a written meeting agenda to the COR, via e-mail, for review and Government personnel distribution. The Contractor shall be responsible for taking Meeting Minutes to capture key concerns, issues, and information exchanged.

C.3.3.3 CDRL A003 Monthly Performance Reports: The Contractor shall submit written Monthly Performance Reports to the COR commencing thirty (30) days after contract award through contract completion.

C.3.3.4 CDRL A004 Course Surveys: Fifteen (15) Days after completion of the Maintenance Training, the Contractor shall submit completed student surveys.

\*\*\* END OF NARRATIVE C0002 \*\*\*

INSPECTION AND ACCEPTANCE

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

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

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

**Name of Offeror or Contractor:**

---

DELIVERIES OR PERFORMANCE

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

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

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

7	52.242-15	STOP-WORK ORDER	AUG/1989
8	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
9	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	FEB/2006
10	52.225-4000 (TACOM)	VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES	APR/2000

At least 10 days prior to the first shipment of supplies under this contract, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this contract.

[End of Clause]

11	52.247-4011 (TACOM)	FOB POINT	SEP/1978
----	------------------------	-----------	----------

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

- (1) Contractor's Plant: \_\_\_\_\_  

(City)
(State)
(ZIP)
(County)
  
- (2) Subcontractor's Plant: \_\_\_\_\_  

(City)
(State)
(ZIP)
(County)

[End of Clause]

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

Page 12 of 29

PIIN/SIIN W56HZV-14-T-0261

MOD/AMD

**Name of Offeror or Contractor:**

## CONTRACT ADMINISTRATION DATA

12 252.232-7006 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).

N/A

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

AM General, LLC, Southbend, IN.

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

Routing Data Table\*

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-T-0261 <b>MOD/AMD</b>	<b>Page 13 of 29</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

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

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

-16-

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

joseph.a.badalamenti.civ@mail.mil.

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

(End of clause)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 14 of 29</b>
	PIIN/SIIN W56HZV-14-T-0261	MOD/AMD

**Name of Offeror or Contractor:**

SPECIAL CONTRACT REQUIREMENTS

13            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.

CONTRACT CLAUSES

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

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VFDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARa.HTM>

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

14	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
17	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
18	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
19	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

PIIN/SIIN W56HZV-14-T-0261

MOD/AMD

**Name of Offeror or Contractor:**

20	52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB/2000
21	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
22	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
23	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
24	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
25	52.237-11	ACCEPTING AND DISPENSING OF \$1 COIN	SEP/2008
26	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE III (APR 1984)	APR/1984
27	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
28	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
29	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
30	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
31	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
32	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
33	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
34	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
35	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
36	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
37	252.204-7015	DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS	FEB/2014
38	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
39	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
40	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
41	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
42	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
43	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
44	252.229-7011	REPORTING OF FOREIGN TAXES - U.S. ASSISTANCE PROGRAMS	SEP/2005
45	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
46	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
47	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
48	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
49	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
50	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
51	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
52	252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES	APR/2003

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of N/A, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(End of clause)

53	52.213-4	TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	MAY/2014
----	----------	---	----------

(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).

**Name of Offeror or Contractor:**

(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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

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

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

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

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

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

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (May 2014).

(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, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014) (41 U.S.C. chapter 65) (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 Labor Standards (MAY 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

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

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

Page 17 of 29

PIIN/SIIN W56HZV-14-T-0261

MOD/AMD

**Name of Offeror or Contractor:**

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

(A) Delivered;

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

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

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

(x) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in 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) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(xii) 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.)

(xiii) 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.)

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

(iv) 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/VFDFARA.HTM](http://farsite.hill.af.mil/VFDFARA.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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 18 of 29</b>
	PIIN/SIIN W56HZV-14-T-0261	MOD/AMD

**Name of Offeror or Contractor:**

commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

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

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

(End of Clause)

54

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 19 of 29</b>
	PIIN/SIIN W56HZV-14-T-0261	MOD/AMD

**Name of Offeror or Contractor:**

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:

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)

55            52.252-2            CLAUSES INCORPORATED BY REFERENCE            FEB/1998

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

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

(End of Clause)

56            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984

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

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

(End of Clause)

57            52.204-4009            MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION            MAR/2005

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

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

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

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

**Name of Offeror or Contractor:**

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

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

[End of Clause]

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 21 of 29**

**PIIN/SIIN** W56HZV-14-T-0261

**MOD/AMD**

**Name of Offeror or Contractor:**

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRLS	01-JUL-2014	004	EMAIL

**Name of Offeror or Contractor:**

## REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

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

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

58	52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL/2013
59	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011

60	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	MAY/2014
----	----------	---	----------

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

(2) The small business size standard is -2-.

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

**Name of Offeror or Contractor:**

expected to exceed the simplified acquisition threshold.

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

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

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

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

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

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

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

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

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

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of 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 Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--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:

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W56HZV-14-T-0261

**MOD/AMD**

**Name of Offeror or Contractor:**

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

\_\_\_ (A) Basic.

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

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

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

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

\_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPADesignated 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)

61            252.204-7007            ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS            MAR/2014  
Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on CampusRepresentation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price AdjustmentWage Rates or Material Prices Controlled by a Foreign Government. Applies to

**Name of Offeror or Contractor:**

solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

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

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

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

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

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

- (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- (ii) 252.225-7000, Buy AmericanBalance of Payments Program Certificate.
- (iii) 252.225-7020, Trade Agreements Certificate.
- Use with Alternate I.
- (iv) 252.225-7031, Secondary Arab Boycott of Israel.
- (v) 252.225-7035, Buy AmericanFree Trade AgreementsBalance of Payments Program Certificate.
- Use with Alternate I.
- Use with Alternate II.
- Use with Alternate III.
- Use with Alternate IV.
- Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

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

(End of provision)

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

Page 26 of 29

PIIN/SIIN W56HZV-14-T-0261

MOD/AMD

**Name of Offeror or Contractor:**

(DEV 2014-00009) LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-00009)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that--

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

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

(b) The Offeror represents that--

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

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

(End of provision)

63 252.209-7994 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX OCT/2013  
(DEV 2014-00004) LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR 2014 APPROPRIATIONS (DEV 2014-00004)

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that--

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

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

(b) The Offeror represents that--

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

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

(End of provision)

64 252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX JAN/2012  
(DEV 2012-00004) LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004)

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

**Name of Offeror or Contractor:**

(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)

65            52.215-4005            MINIMUM ACCEPTANCE PERIOD            OCT/1985  
(TACOM)

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

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

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

The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

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

[End of Provision]

66            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: \_\_\_\_\_

\_\_\_\_\_

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

Page 28 of 29

PIIN/SIIN W56HZV-14-T-0261

MOD/AMD

**Name of Offeror or Contractor:**

[End of Provision]

## INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

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

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

67	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
68	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
69	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
70	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>

71	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)

## EVALUATION FACTORS FOR AWARD

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

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

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

72	52.247-47	EVALUATION--F.O.B. ORIGIN	JUN/2003
73	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001

**Name of Offeror or Contractor:**

(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]