

|   |  |                                      |  |   |   |   |                              |                               |                |  |
|---|--|--------------------------------------|--|---|---|---|------------------------------|-------------------------------|----------------|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b><br>Offeror To Complete Block 12, 17, 23, 24, & 30  |  |                                      |  | 1. Requisition Number<br>SEE SCHEDULE   |   | Page 1 Of 22  |                              |                               |                |  |
| 2. Contract No.<br>SPRDL1-14-C-0138   |  | 3. Award/Effective Date<br>2014AUG15 |  | 4. Order Number   |   | 5. Solicitation Number  |                              | 6. Solicitation Issue Date    |                |  |
| 7. For Solicitation Information Call:   |  | A. Name<br>MICHAEL W. KERR II        |  |   | B. Telephone Number (No Collect Calls)<br>(586)282-0921   |   | 8. Offer Due Date/Local Time |                               |                |  |
| 9. Issued By<br>DLA LAND WARREN<br>WARREN, MI 48397-5000<br>HTTP://CONTRACTING.TACOM.ARMY.MIL   |  |                                      | Code<br>SPRDL1   | 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)<br>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: 333618   |   |   |                              |                               |                |  |
| Email: MICHAEL.W.KERR10.CIV@MAIL.MIL  |  |                                      | <input type="checkbox"/> 8(A)  | Size Standard:  |   |   |                              |                               |                |  |
| 11. Delivery For FOB Destination Unless Block Is Marked<br><input 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              |                |  |
| 15. Deliver To<br>SEE SCHEDULE  |  |                                      | Code<br>W62G2T   | 16. Administered By<br>DCMA CHICAGO<br>1523 WEST CENTRAL ROAD<br>BLDG 203<br>ARLINGTON HEIGHTS IL 60005-2451        |   |   |                              | Code<br>S1403A                |                |  |
| Telephone No.   |  |                                      | 17a. Contractor/Offeror Code<br>06YZ5                                  | Facility  | 18a. Payment Will Be Made By<br>DFAS-COLUMBUS CENTER<br>DFAS-CO WEST ENTITLEMENT OPERATIONS<br>P.O. BOX 182381<br>COLUMBUS, OH 43218-2381   |   |                              |                               | Code<br>HQ0339 |  |
| 17a. Contractor/Offeror Code<br>BADGER TRUCK CENTER, INC<br>2326 W SAINT PAUL AVE<br>MILWAUKEE, WI 53233-2522   |  |                                      | 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<br><input type="checkbox"/> See Addendum   |   |                              |                               |                |  |
| 19. Item No.  | 20. Schedule Of Supplies/Services<br>SEE SCHEDULE          |                                      |  |   | 21. Quantity  | 22. Unit  | 23. Unit Price               |                               | 24. Amount     |  |
|   | (Use Reverse and/or Attach Additional Sheets As Necessary) |                                      |  |   |   |   |                              |                               |                |  |
| 25. Accounting And Appropriation Data<br>SEE CONTRACT ADMINISTRATION DATA   |  |                                      |  |   |   | 26. Total Award Amount (For Govt. Use Only)<br>\$142,720.44   |                              |                               |                |  |
| <input 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 type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.  |  |                                      |  |   |   | <input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached. |                              |                               |                |  |
| <input type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return _____ 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 checked="" type="checkbox"/> 29. Award Of Contract: Ref. SPRDL114R0109 Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items: SEE SCHEDULE |   |                              |                               |                |  |
| 30a. Signature Of Offeror/Contractor  |  |                                      |  | 31a. United States Of America (Signature Of Contracting Officer)<br>/SIGNED/  |   |   |                              |                               |                |  |
| 30b. Name And Title Of Signer (Type Or Print)   |  |                                      | 30c. Date Signed   |   | 31b. Name Of Contracting Officer (Type Or Print)<br>MORRIS BELLEVILLE<br>MORRIS.A.BELLEVILLE.CIV@MAIL.MIL (586)282-3139   |   |                              | 31c. Date Signed<br>2014AUG15 |                |  |

| 19.<br>Item No. | 20.<br>Schedule Of Supplies/Services | 21.<br>Quantity | 22.<br>Unit | 23.<br>Unit Price | 24.<br>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 |
|   |                                |                        |   |   |                             |                  |                       |

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 22****PIIN/SIIN** SPRDL1-14-C-0138**MOD/AMD****Name of Offeror or Contractor:** BADGER TRUCK CENTER, INC

## SUPPLEMENTAL INFORMATION

Buyer Name: MICHAEL W. KERR II

Buyer Office Symbol/Telephone Number: ZGA/(586)282-0921

Type of Contract: Firm Fixed Price

Kind of Contract: Supply Contracts and Priced Orders

Type of Business: Other Small Business Performing in U.S.

Surveillance Criticality Designator: C

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

Approved Part Numbers:

CAGE: 11083

P/N: 3329510

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



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MOD/AMD

**Name of Offeror or Contractor:** BADGER TRUCK CENTER, INC

## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

|   | <u>Regulatory Cite</u> | <u>Title</u>                       | <u>Date</u> |
|---|------------------------|------------------------------------|-------------|
| 1 | 52.211-4072<br>(TACOM) | TECHNICAL DATA PACKAGE INFORMATION | JUN/2013    |

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 (<https://http://www.fbo.gov>), and is associated with this solicitation number and can be accessed via this URL:

-3-

- a. Log on to the FBO web site.
- b. Enter your Marketing Partner Identification Number (MPIN).
- c. Search for the solicitation number.
- d. If solicitation is Export Controlled, select Verify MPIN.

(1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq..

(2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

(3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to <http://www.dlis.dla.mil/jcp/> click on documents and follow instructions provided.\~ Processing time is estimated at six (6) to ten (10) weeks after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.

(4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the FBO system administrator at TACOM Warren with all the information needed for them to grant you access. FBO will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this FBO-TDP access/approval process through the FBO system.

f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to <https://www.fbo.gov/index> The FBO helpdesk phone number is (866) 606-8220. Vendors are responsible for placing correct information in FBO.

|                           |  |                     |
|---------------------------|--|---------------------|
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g. It is strongly suggested that you submit the explicit access request and provide the buyer with the completed Use and Non-Disclosure Agreement at the same time if the solicitation requires both to gain access to view the TDP.

h. A user guide for FBO can be found at <https://http://www.fbo.gov> - on the right is User Guides - click on Vendor.

[ ] 4. The Government requires a Use and Non-Disclosure Agreement (NDA) to be signed by an authorized representative of your firm before you are granted access to the technical data. The appropriate Agreement is:

[ ] available at <http://contracting.tacom.army.mil/acqinfo/contractorforms.htm>  
titled: -4-

[ ] available as an attachment to this solicitation.

Follow the instructions on the Agreement, and email/fax it to the buyer at -5-, or fax -6-. The buyer will notify the FBO administrator upon receiving the NDA. The administrator will grant approval to view/download the TDP. An email stating approval has been granted will be sent to the vendor. It can take up to 24 hours after approval before you are able to view the TDP. If you have any questions/problems viewing the TDP contact the buyer.

[End of Clause]

2            52.211-4010            ACQUISITION OF SOURCE-CONTROLLED PART NUMBER            FEB/1998  
(TACOM)

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]

3            52.211-4018            ACQUISITION OF MANUFACTURER'S PART NUMBER            MAY/1996  
(TACOM)

This acquisition is restricted to the item description set forth in the Schedule which specifies a manufacturer's part number. Since complete Government data for the item are not available, it is understood and agreed that references to specifications and drawings herein shall be deemed to include all changes or revisions thereto which the contractor has made effective as of the date of delivery of any of the items provided for in this contract; provided, that no such change or revision which affects the interchangeability of the item (ability to be interchanged with previous parts or to connect with all mating parts when assembled) shall be effected without the approval of the Procuring Contracting Officer. The contractor agrees that he will furnish to the Administrative Contracting Officer or Government Inspector, for the purpose of making inspection under any resulting contract, copies of the applicable specifications and drawings indicating all changes or revisions.

[End of Clause]

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MOD/AMD

**Name of Offeror or Contractor:** BADGER TRUCK CENTER, INC

## PACKAGING AND MARKING

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

|   |  |          |
|---|--|----------|
| 1 | 52.211-4515<br>(TACOM) PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS) | DEC/2007 |
|---|--|----------|

@ (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. AK15789429

(a) REVISION

(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/06/79/01.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

|                           |  |                     |
|---------------------------|--|---------------------|
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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: None

[End of Clause]

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## 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 | 52.246-4028<br>(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: Badger Truck Center 06YZ5  
(Name) (CAGE)

4575 N. 127th St., Brookfield, WI 53005  
(Address) (City) (State) (Zip)

ACCEPTANCE POINT: AD Packaging 05PZ6  
(Name) (CAGE)

2224 Miller Park Way, Milwaukee, WI 53219  
(Address) (City) (State) (Zip)

[End of Clause]

|   |                                     |                         |          |
|---|-------------------------------------|-------------------------|----------|
| 4 | 52.246-4803<br>(DLA LAND<br>WARREN) | DRAWINGS FOR INSPECTION | JAN/2013 |
|---|-------------------------------------|-------------------------|----------|

(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 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 Government's inspection requirements.

(c) The Government may rely on the Contractor's Certificate of Conformance, IAW FAR 52.246-15, that the item tendered for acceptance conforms to the contract requirements. However, conditions may warrant that the Contractor be required to make available to the Government the drawings, specifications, or other technical data such that the Government can determine if the item meets the contract requirements. These conditions may include, but are not 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 impact the fit, form, or function of the item.

[End of clause]

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MOD/AMD

**Name of Offeror or Contractor:** BADGER TRUCK CENTER, INC

## DELIVERIES OR PERFORMANCE

|   | <u>Regulatory Cite</u> | <u>Title</u>                             | <u>Date</u> |
|---|------------------------|--|-------------|
| 1 | 52.211-17              | DELIVERY OF EXCESS QUANTITIES            | SEP/1989    |
| 2 | 52.247-34              | F.O.B. DESTINATION                       | NOV/1991    |
| 3 | 52.247-48              | F.O.B. DESTINATION--EVIDENCE OF SHIPMENT | FEB/1999    |
| 4 | 252.211-7003           | ITEM UNIQUE IDENTIFICATION AND VALUATION | DEC/2013    |
| 5 | 252.211-7006           | PASSIVE RADIO FREQUENCY IDENTIFICATION   | SEP/2011    |
| 6 | 52.242-4022<br>(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)

| ITEM NO. | QTY | WITHIN DAYS AFTER DATE OF CONTRACT AWARD |
|----------|-----|--|
| 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 CONTRACT AWARD |
|----------|-----|--|
| 0001AA   | 4   | 180                                      |

(d) Accelerated delivery schedule is acceptable.

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

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

| ITEM NO. | QTY | WITHIN DAYS AFTER DATE OF CONTRACT AWARD |
|----------|-----|--|
|          |     |  |

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

| ITEM NO. | QTY | WITHIN DAYS AFTER DATE OF CONTRACT AWARD |
|----------|-----|--|
| 0001AA   | 4   | 150                                      |

[End of Clause]



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**Name of Offeror or Contractor:** BADGER TRUCK CENTER, INC

|                   |        |   |   |  |
|-------------------|--------|---|---|--|
| 209741/<br>209770 | W25G1R | Transportation Officer<br>Letterkenny Army Depot,<br>Culbertson, PA | Transportation Officer<br>Letterkenny Army Depot,<br>Chambersburg, PA | Transportation Officer<br>Letterkenny Army Depot,<br>Chambersburg, PA 17201-4150 |
| 661136/<br>661157 | W45G19 | Transportation Officer<br>Red River Army Depot,<br>Defense, TX      | Transportation Officer<br>Red River Army Depot,<br>Texarkana, TX      | Transportation Officer<br>Red River Army Depot,<br>Texarkana, TX 75507-5000      |

NOTE: Drivers must schedule an appointment for delivery at least 24 hours in advance. Deliveries will be scheduled for Monday-Friday, 0700-1300. E-mail or fax the PCO at CML (903)334-2208 or CML (903)334-2881. POC's are available Monday-Saturday, 0700-1730 with the exception of government holidays. For directions, please call CML (903)334-3060. Trucks enter through the commercial carrier route entrance and report to building 23 Truck Control 30 minutes prior to their scheduled appointment. Carriers that arrive at Truck Control without appointments will be placed at the end of the day's schedule unless there is an earlier opening and will be worked/unloaded as soon as possible.

POCs: ddrdt-appt@dla.mil, Randy Cox, CML (903)334-2945, Randy.Cox@dla.mil; Angela Carr, CML (903)334-4950 Angela.Carr@dla.mil; Jane Haley, CML (903)334-4671 Jane.Haley@dla.mil; Darlene Phelps, CML (903)334-3818 Darlene.Phelps@dla.mil.

|                   |        |  |  |   |
|-------------------|--------|--|--|---|
| 764538/<br>764535 | W67G23 | Transportation Officer<br>Tooele Army Depot,<br>Warner, UT | Transportation Officer<br>Tooele Army Depot,<br>Tooele, UT | Transportation Officer<br>Tooele Army Depot,<br>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]

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**Name of Offeror or Contractor:** BADGER TRUCK CENTER, INC

CONTRACT ADMINISTRATION DATA

| LINE   | PRON/<br>AMS CD/<br>MIPR/<br><u>GFEB</u> <u>ATA</u> | OBLG<br><u>STAT</u> | JO NO/<br><u>ACCT ASSIGN</u> | ACRN | OBLIGATED<br><u>AMOUNT</u> |
|--------|---|---------------------|------------------------------|------|----------------------------|
| 0001AA | EH37E374EH<br>SM2B1100000                           | 2                   |                              | AA   | \$ 142,720.44              |
| TOTAL  |   |                     |                              |      | \$ 142,720.44              |

| <u>ACRN</u>                           | <u>ACCOUNTING CLASSIFICATION</u> | OBLIGATED<br><u>AMOUNT</u> |
|---------------------------------------|----------------------------------|----------------------------|
| AA 97 X4930AC9D 6D 26KB S20113 W56HZV |                                  | \$ 142,720.44              |
| TOTAL                                 |                                  | \$ 142,720.44              |

| LINE   | <u>ACRN</u> | <u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>    | <u>Regulatory Cite</u>                   | <u>Title</u>  | <u>Date</u> |
|--------|-------------|--|--|---------------|-------------|
| 0001AA | AA          | 97 0X0X4930AC9D S20113 6D0000SM2B110000026KB |  | S20113 W56HZV |             |
| 1      |             | 252.232-7006                                 | WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS  |               | MAY/2013    |
| 2      |             | 252.204-0005<br>(DFARS PGI)                  | 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)

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MOD/AMD

**Name of Offeror or Contractor:** BADGER TRUCK CENTER, INC

## SPECIAL CONTRACT REQUIREMENTS

| Regulatory Cite | Title                                  | Date     |
|-----------------|--|----------|
| 1 52.204-4005   | REQUIRED USE OF ELECTRONIC CONTRACTING | SEP/2004 |

(a) All contract awards, modifications and delivery orders issued by DLA Land Warren 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 [\\\*HYPERLINK "http://farsite.hill.af.mil/"](http://farsite.hill.af.mil/)<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) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: [\\\*HYPERLINK "http://www.ccr.gov/"](http://www.ccr.gov/)<http://www.ccr.gov/>. (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 TACOM webpage:

Warren: [\\\*HYPERLINK](#)

["http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm"](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)[http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)

Rock Island: [\\\*HYPERLINK "https://aais.ria.army.mil/AAIS/AWDINFO/index.htm"](https://aais.ria.army.mil/AAIS/AWDINFO/index.htm)<https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>

Picatinny: [\\\*HYPERLINK "http://procnet.pica.army.mil/dbi/DynCBD/award.cfm"](http://procnet.pica.army.mil/dbi/DynCBD/award.cfm)<http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>

Red River Army Depot: [\\\*HYPERLINK](#)

["http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm"](http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm)<http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm>

Anniston Army Depot: [\\\*HYPERLINK "http://www.anadprocnet.army.mil/"](http://www.anadprocnet.army.mil/)<http://www.anadprocnet.army.mil/>

(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 CCR 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 [\\\*HYPERLINK](#)

["http://www.acq.osd.mil/dpap/ebiz/VANs.htm"](http://www.acq.osd.mil/dpap/ebiz/VANs.htm)<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: [\\\*HYPERLINK "http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm"](http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm)<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [\\\*HYPERLINK "mailto:usarmy.detroit.acc.mbx.wrn-web-page@mail.mil"](mailto:usarmy.detroit.acc.mbx.wrn-web-page@mail.mil) [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.

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**Name of Offeror or Contractor:** BADGER TRUCK CENTER, INC

CONTRACT CLAUSES

|    | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|----|------------------------|--|-------------|
| 1  | 52.204-13              | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE  | JUL/2013    |
| 2  | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   | APR/2008    |
| 3  | 52.212-4               | CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS  | MAY/2014    |
| 4  | 52.222-1               | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES   | FEB/1997    |
| 5  | 52.232-11              | EXTRAS   | APR/1984    |
| 6  | 52.232-39              | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS   | JUN/2013    |
| 7  | 52.232-40              | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS  | DEC/2013    |
| 8  | 52.253-1               | COMPUTER GENERATED FORMS   | JAN/1991    |
| 9  | 252.203-7000           | REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS  | SEP/2011    |
| 10 | 252.204-7000           | DISCLOSURE OF INFORMATION  | AUG/2013    |
| 11 | 252.204-7003           | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT   | APR/1992    |
| 12 | 252.204-7004           | ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT   | FEB/2014    |
| 13 | 252.204-7006           | BILLING INSTRUCTIONS   | OCT/2005    |
| 14 | 252.204-7012           | SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION  | NOV/2013    |
| 15 | 252.204-7015           | DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS  | FEB/2014    |
| 16 | 252.223-7008           | PROHIBITION OF HEXAVALENT CHROMIUM   | JUN/2013    |
| 17 | 252.225-7001           | BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM   | DEC/2012    |
| 18 | 252.225-7002           | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS   | DEC/2012    |
| 19 | 252.225-7007           | PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES | SEP/2006    |
| 20 | 252.225-7013           | DUTY-FREE ENTRY  | OCT/2013    |
| 21 | 252.225-7016           | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS   | JUN/2011    |
| 22 | 252.225-7033           | WAIVER OF UNITED KINGDOM LEVIES  | APR/2003    |
| 23 | 252.225-7041           | CORRESPONDENCE IN ENGLISH  | JUN/1997    |
| 24 | 252.225-7048           | EXPORT-CONTROLLED ITEMS  | JUN/2013    |
| 25 | 252.232-7003           | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS  | JUN/2012    |
| 26 | 252.232-7010           | LEVIES ON CONTRACT PAYMENTS  | DEC/2006    |
| 27 | 252.243-7001           | PRICING OF CONTRACT MODIFICATIONS  | DEC/1991    |
| 28 | 252.244-7000           | SUBCONTRACTS FOR COMMERCIAL ITEMS  | JUN/2013    |
| 29 | 252.246-7000           | MATERIAL INSPECTION AND RECEIVING REPORT   | MAR/2008    |
| 30 | 252.246-7003           | NOTIFICATION OF POTENTIAL SAFETY ISSUES  | JUN/2013    |
| 31 | 252.247-7023           | TRANSPORTATION OF SUPPLIES BY SEA--BASIC   | APR/2014    |
| 32 | 52.212-5               | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS         | JUN/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)).  
 --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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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:

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (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.)
- X (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) [Reserved].

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- (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) 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).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) 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)
- (11) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).
- (12) 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).
- (13) [Reserved]
- (14)(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.
- (15)(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.
- (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(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.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21)(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.
- (22) 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).
- (23) 52.219-26, Small Disadvantaged Business Participation Program Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (24) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f)
- (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013)(15 U.S.C. 632(a)(2)).
- (26) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013)

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(15 U.S.C. 637(m)).

\_\_\_ (27) 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)).

\_X\_ (28) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

\_X\_ (29) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

\_X\_ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

\_X\_ (31) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

\_\_\_ (32) 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).

\_X\_ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)(29 U.S.C. 793).

\_\_\_ (34) 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).

\_\_\_ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

\_\_\_ (36) 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.)

\_\_\_ (37)(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.)

\_\_\_ (38)(i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.

\_\_\_ (39)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (41)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

\_X\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

\_\_\_ (43) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).

\_\_\_ (44)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (MAY 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (MAY 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (MAY 2014) of 52.225-3.

\_\_\_ (45) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_X\_ (46) 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).

\_\_\_ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended,

|  |  |                      |
|--|--|----------------------|
| <b>CONTINUATION SHEET</b>                                      | <b>Reference No. of Document Being Continued</b> | <b>Page 17 of 22</b> |
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| <b>Name of Offeror or Contractor:</b> BADGER TRUCK CENTER, INC |  |                      |

of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

- (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).
- (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (52) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).
- (53) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).
- (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (55) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- (56)(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 Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
- (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).
- (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.

(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

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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) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (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 (MAY 2014) (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 Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(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 (MAY 2014) (42 U.S.C. 1792). 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)

(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

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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<br>(If none, insert None) | Identification No. |
|------------------------------------|--------------------|
| 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)

34            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.

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

(End of Clause)

35            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)

36            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)

37            252.211-7005            SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS            NOV/2005

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at [http://guidebook.dcmam.mil/20/guidebook\\_process.htm](http://guidebook.dcmam.mil/20/guidebook_process.htm) (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_



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submissions shall be in the formats and media described in the website:

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

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

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

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

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

[End of Clause]

40            52.223-4000            ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS            SEP/1978  
(TACOM)

(a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective date of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

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