

| | | | | | | | | | |
|--|--|---|---|---|---|-------------------------------|--|--------------------------------------|-------------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM Offeror To Complete Block 12, 17, 23, 24, & 30 | | | | 1. Requisition Number SEE SCHEDULE | | Page 1 Of 39 | | | |
| 2. Contract No. W56HZV-13-C-0402 | | 3. Award/Effective Date 2013SEP26 | | 4. Order Number | | 5. Solicitation Number | | 6. Solicitation Issue Date | |
| 7. For Solicitation Information Call: | | A. Name VINCENT DISANTO | | | B. Telephone Number (No Collect Calls) (586)282-3546 | | 8. Offer Due Date/Local Time | | |
| 9. Issued By U.S. ARMY CONTRACTING COMMAND WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL | | | Code W56HZV | 10. This Acquisition is <input type="checkbox"/> Unrestricted OR <input type="checkbox"/> Set Aside: % For: | | | | | |
| | | | <input type="checkbox"/> Small Business | <input type="checkbox"/> Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program | | | | | |
| | | | <input type="checkbox"/> Hubzone Small Business | <input type="checkbox"/> Economically Disadvantaged Women-Owned Small Business (EDWOSB) | | | | | |
| | | | <input type="checkbox"/> Service-Disabled Veteran-Owned Small Business | NAICS: 332312 | | | | | |
| Email: VINCENT.S.DISANTO@US.ARMY.MIL | | | <input type="checkbox"/> 8(A) | Size Standard: | | | | | |
| 11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule | | | 12. Discount Terms | | <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (15 CFR 700) | | | 13b. Rating DOA4 | |
| 15. Deliver To SEE SCHEDULE | | | Code | 14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP | | | | | |
| Telephone No. | | | Code | 16. Administered By DCMA MUNITIONS & SUPPORT SYSTEMS - SPRINGFIELD BLDG 93, ARDEC PICATINNY NJ 07806-5000 | | | | | |
| 17a. Contractor/Offeror Code 0V4D3 Facility | | | | 18a. Payment Will Be Made By DFAS - COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P.O. BOX 182266 COLUMBUS, OH 43218-2266 | | | | | |
| Telephone No. (973)244-0080 | | | Code | HQ0337 | | | | | |
| <input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer | | | <input type="checkbox"/> 18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum | | | | | | |
| 19. Item No. | 20. Schedule Of Supplies/Services | | | | 21. Quantity | 22. Unit | 23. Unit Price | | 24. Amount |
| | SEE SCHEDULE | | | | | | | | |
| | (Use Reverse and/or Attach Additional Sheets As Necessary) | | | | | | | | |
| 25. Accounting And Appropriation Data SEE CONTRACT ADMINISTRATION DATA | | | | | | | 26. Total Award Amount (For Govt. Use Only) \$5,699,952.64 | | |
| <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 checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return 2 Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified. | | | | | <input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items: | | | | |
| 30a. Signature Of Offeror/Contractor | | | | 31a. United States Of America (Signature Of Contracting Officer) /SIGNED/ | | | | | |
| 30b. Name And Title Of Signer (Type Or Print) | | | 30c. Date Signed | | 31b. Name Of Contracting Officer (Type Or Print) KEITH D. DEPOORTER KEITH.DEPOORTER@US.ARMY.MIL (586)282-9074 | | | 31c. Date Signed 2013SEP26 | |

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

32a. Quantity In Column 21 Has Been

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

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

| | | |
|---|--|---------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 2 of 39 |
| | PIIN/SIIN W56HZV-13-C-0402 MOD/AMD | |
| Name of Offeror or Contractor: ACROW CORP OF AMERICA | | |

SUPPLEMENTAL INFORMATION

Buyer Name: VINCENT DISANTO
 Buyer Office Symbol/Telephone Number: CCTA-HBF-P/(586)282-3546
 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
 Weapon System: Radar & Sensor
 FMS REQUIREMENT

*** End of Narrative A0000 ***

| Regulatory Cite | Title | Date |
|-----------------|---|----------|
| 1 | 52.204-4016 WARREN ELECTRONIC CONTRACTING | DEC/2012 |

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) can be found in Section C under 52.211-4072 and other documents will be attachments or links included in the solicitation package on ProcNet.

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

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

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the System for Award Management (SAM) at www.sam.gov (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=W56HZV13R0260

(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.

(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 ensure its 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.

| | | |
|---|---|----------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-C-0402 MOD/AMD | Page 3 of 39 |
| Name of Offeror or Contractor: ACROW CORP OF AMERICA | | |

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

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

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

2 52.204-4850 ACCEPTANCE APPENDIX SEP/2008

(a) Contract Number W56HZV-13-C-0402 is awarded to ACROW Corp of America.

(b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.

(c) Any attachments not included within this document will be provided by Army Contracting Command - Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by Army Contracting Command - Warren to the ACO. Within one week of this award, any office not able to obtain attachments from the Army Contracting Command - Warren website (<https://contracting.tacom.army.mil/>) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.

(d) The following Amendment(s) to the solicitation are incorporated into this contract: N/A

[End of Clause]

3 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]

THIS IS A FOREIGN MILITARY SALES (FMS) REQUIREMENT FOR THE COUNTRY OF NEPAL, CASE NUMBER "NP-B-UAV A01" PER DFARS PGI 225.7301.

THIS IS A FIRM-FIXED PRICE, ONE TIME BUY. THIS ACTION IS BEING EXECUTED AS A COMMERCIAL BUY, IN ACCORDANCE WITH FAR 12.6-STREAMLINED PROCEDURES FOR EVALUATION AND SOLICITATION FOR COMMERCIAL ITEMS.

*** END OF NARRATIVE A0001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 4 of 39****PIIN/SIIN** W56HZV-13-C-0402**MOD/AMD**

Name of Offeror or Contractor: ACROW CORP OF AMERICA

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-C-0402 MOD/AMD

Name of Offeror or Contractor: ACROW CORP OF AMERICA

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | |
|------------|--|-------------|----------|-----------------|---------------|----------|-------|-----|----------------|--------|---|--------|---|------------|----------|----------|-----|---|-------------|--|--|--|--|
| | <p>GENERIC NAME DESCRIPTION: 48.8 METER ACROW 700 CLIN CONTRACT TYPE: Firm Fixed Price PRON: J527W380EH PRON AMD: 02 ACRN: AB AMS CD: UAV002 PSC: 9999 CUSTOMER ORDER NO: J52UAV02EHNP FMS COUNTRY/CASE: NP/UAV</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table border="1" data-bbox="261 835 846 940"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>BNPA9N22089002</td> <td>BNPA00</td> <td>L</td> <td>BNPA00</td> <td>2</td> </tr> </tbody> </table> <table border="1" data-bbox="261 890 769 940"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>4</td> <td>04-JAN-2014</td> </tr> </tbody> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p>MARK FOR: GOVERNMENT OF NEPAL MASTER GEN OF ORDANCE PROVISION NEPALESE ARMY HEADQUARTERS TEL 977 1 244 059 FAX 977 1 226 039 KATHMANDU NEPAL</p> </p> | REL CD | MILSTRIP | ADDR | SIG CD | MARK FOR | TP CD | 001 | BNPA9N22089002 | BNPA00 | L | BNPA00 | 2 | DEL REL CD | QUANTITY | DEL DATE | 001 | 4 | 04-JAN-2014 | | | | |
| REL CD | MILSTRIP | ADDR | SIG CD | MARK FOR | TP CD | | | | | | | | | | | | | | | | | | |
| 001 | BNPA9N22089002 | BNPA00 | L | BNPA00 | 2 | | | | | | | | | | | | | | | | | | |
| DEL REL CD | QUANTITY | DEL DATE | | | | | | | | | | | | | | | | | | | | | |
| 001 | 4 | 04-JAN-2014 | | | | | | | | | | | | | | | | | | | | | |
| 0003 | <p>13 METER ACROW 700XS NSN: 9999-99-999-9999 FSCM: 00000 PART NR: 5549Z - 00BRGCOMP</p> | | | | | | | | | | | | | | | | | | | | | | |
| 0003AA | <p><u>13 METER ACROW 700XS RAMPS</u></p> <p>GENERIC NAME DESCRIPTION: 13 METER ACROW 700XS CLIN CONTRACT TYPE: Firm Fixed Price PRON: J527W381EH PRON AMD: 02 ACRN: AC AMS CD: UAV003 PSC: 9999 CUSTOMER ORDER NO: J52UAV03EHNP FMS COUNTRY/CASE: NP/UAV</p> <p><u>Packaging and Marking</u></p> | 8 | EA | \$ 75,150.45000 | \$ 601,203.60 | | | | | | | | | | | | | | | | | | |

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-C-0402 MOD/AMD

Name of Offeror or Contractor: ACROW CORP OF AMERICA

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------|---|-----------------|-----------------|-----------------|---------------|-----------------|--------------|-----|----------------|--------|---|--------|---|-------------------|-----------------|-----------------|--|--|--|-----|----|-------------|--|--|--|----|----|----------------|---------------|
| 0005 | FOB POINT: Origin SHIP TO: <u>Contact DCMA for shipping instructions</u> MARK FOR: GOVERNMENT OF NEPAL MASTER GEN OF ORDANCE PROVISION NEPALESE ARMY HEADQUARTERS TEL 977 1 244 059 FAX 977 1 226 039 KATHMANDU NEPAL 40 FOOT ISO CONTAINE NSN: 9999-99-999-9999 FSCM: 00000 PART NR: 9J6Z - 00SUPTEQP | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0005AA | <u>40-FOOT ISO CONTAINER</u> GENERIC NAME DESCRIPTION: 40 FOOT ISO CONTAINE CLIN CONTRACT TYPE: Firm Fixed Price PRON: J527W383EH PRON AMD: 02 ACRN: AE AMS CD: UAV005 PSC: 9999 CUSTOMER ORDER NO: J52UAV05EHNP FMS COUNTRY/CASE: NP/UAV <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>BNPA9N22089005</td> <td>BNPA00</td> <td>L</td> <td>BNPA00</td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>84</td> <td>04-JAN-2014</td> <td colspan="3"></td> </tr> </table> FOB POINT: Origin SHIP TO: <u>Contact DCMA for shipping instructions</u> MARK FOR: GOVERNMENT OF NEPAL MASTER GEN OF ORDANCE PROVISION NEPALESE ARMY HEADQUARTERS TEL 977 1 244 059 FAX 977 1 226 039 KATHMANDU NEPAL | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | BNPA9N22089005 | BNPA00 | L | BNPA00 | 2 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | 001 | 84 | 04-JAN-2014 | | | | 84 | EA | \$ 3,786.00000 | \$ 318,024.00 |
| <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | BNPA9N22089005 | BNPA00 | L | BNPA00 | 2 | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | 84 | 04-JAN-2014 | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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 PIIN/SIIN W56HZV-13-C-0402 MOD/AMD

Name of Offeror or Contractor: ACROW CORP OF AMERICA

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | |
|---------------|--|-------------|------|--------------|---------------|-----------------|-------------|-----|---|-------------|---|----|----|-----------|
| 0006 | ACROW ENGINEER TECH | | | | | | | | | | | | | |
| 0006AA | <p><u>TRAINING</u></p> <p>GENERIC NAME DESCRIPTION: ACROW ENGINEER TECH CLIN CONTRACT TYPE: Firm Fixed Price PRON: J527W384EH PRON AMD: 03 ACRN: AF AMS CD: UAV006 CUSTOMER ORDER NO: J52UAV06EHNP</p> <p>Training shall be for a period of five consecutive days, eight hours per day to a class size of no more than five Nepalese soldiers.</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"> <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>06-DEC-2013</td> </tr> </table> <p>\$ 24,500.00</p> | DLVR SCH | | PERF COMPL | <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> | 001 | 1 | 06-DEC-2013 | 1 | LT | \$ | 24,500.00 |
| DLVR SCH | | PERF COMPL | | | | | | | | | | | | |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> | | | | | | | | | | | | |
| 001 | 1 | 06-DEC-2013 | | | | | | | | | | | | |
| 0100 | <p><u>DATA ITEMS</u></p> <p>The below ELINs are associated with the Data Item Numbers on the Contract Data Requirements List (CDRL) (DD Form 1423), in Section J.</p> <p>(End of narrative A001)</p> | | | | | | | | | | | | | |
| A001 | <p><u>CDRL - PACKAGING LIST</u></p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> | 1 | EA | \$ ** NSP ** | \$ ** NSP ** | | | | | | | | | |

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-C-0402 MOD/AMD

Name of Offeror or Contractor: ACROW CORP OF AMERICA

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|--------------|--------------|
| | <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 25-MAR-2014</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p> | | | | |
| A002 | <p><u>CDRL - TRAINING MATERIALS - COMMERCIAL TRAINING MANUALS</u></p> <p>GENERIC NAME DESCRIPTION: COMMERCIAL TRAINING MANUALS</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p> | 1 | EA | \$ ** NSP ** | \$ ** NSP ** |
| A003 | <p><u>CDRL - CONTRACTOR TRAINING - TRAINING CERTIFICATES</u></p> <p>GENERIC NAME DESCRIPTION: TRAINING CERTIFICATES</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL</p> | 1 | EA | \$ ** NSP ** | \$ ** NSP ** |

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-C-0402 MOD/AMD

Name of Offeror or Contractor: ACROW CORP OF AMERICA

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|--------------|--------------|
| A004 | <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p> <p><u>CDRL - CONTRACTOR TRAINING - STUDENT TRAINING</u> <u>CRITIQUE</u></p> <p>GENERIC NAME DESCRIPTION: STUDENT TRAINING CRITIQUE</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p> | 1 | EA | \$ ** NSP ** | \$ ** NSP ** |
| A005 | <p><u>CDRL - CONTRACTOR TRAINING - STUDENT TRAINING</u> <u>REPORTS</u></p> <p>GENERIC NAME DESCRIPTION: STUDENT TRAINING REPORTS</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> | 1 | EA | \$ ** NSP ** | \$ ** NSP ** |

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

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MOD/AMD

Name of Offeror or Contractor: ACROW CORP OF AMERICA

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|------------------------------------|-------------|
| 1 52.211-4072 | TECHNICAL DATA PACKAGE INFORMATION | JUL/2012 |

The following Xd item applies to this solicitation:

[XXX] 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: N/A

TDP Link (URL): N/A

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

N/A

To access the data through FBO:

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

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

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

(3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to ://www.dlis.dla.mil/jcp/

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

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

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

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

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

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

[End of clause]

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Section C.

Performance Work Statement (PWS)

C.1. Description: The PWS will detail the hardware and services required to satisfy the Letter of Offer and Acceptance (LOA: NP-B-UAV) between the United States of America and the Government of Nepals Ministry of Defense. The acquisition is for the procurement and delivery of 4 each Acrow 700XS Panel Bridge Systems, related tools & equipment, and the technical support required for student familiarization training.

C.1.1. The Acrow 700XS Panel Bridge System shall include all essential components required to construct, launch, and retrieve the bridge. All components and fasteners in the Acrow 700XS Panel Bridge System shall be new and made of hot dipped galvanized steel. Each Acrow 700XS Panel Bridge System shall include the 700XS Bridge Set (superstructure), 700XS Launching Nose Set, 700XS Ramp Set, and respective 700XS Steel Grillage Set. The Contractor shall deliver a quantity of common consumable parts (i.e. nuts, bolts, pins, clips, etc.) with each Bridge Set, Launching Nose Set, and Ramp Set.

Pursuant to FAR 2.1, this action is considered a commercial item acquisition.

C.2. Hardware Requirements:

C.2.1. Acrow 700XS Panel Bridge System

C.2.1.1. 700XS Bridge Set: Each 700XS Bridge Set shall be able to span a 76.2 meter gap with a Military Load Classification (MLC) of 120 Tracked under normal operations and MLC 120 Wheeled under caution crossing restrictions. The road width between curbs shall be no less than 5.5 meters. Each 700XS Bridge Set shall come complete with side trusses, floorbeams located at 3.048 meter centers, steel orthotropic deck units that have a factory applied anti-skid aggregate and epoxy roadway driving surface, and one set of assembly hand tools.

C.2.1.2. 700XS Launching Nose Set: Each Acrow 700XS Panel Bridge set shall include a 48.8 meter Acrow 700XS Launching Nose, complete with the side trusses, floorbeams located at 3.048 meter centers, plain and rocking rollers, jacks, and launching links.

C.2.1.3. 700XS Ramp Set: Each Acrow 700XS Ramp Set shall include two (2) each thirteen (13) meter ramps that are compatible with the 700XS Panel Bridge. The ramps shall come complete with ramp floorbeams located at 3.048 meter centers, steel orthotropic deck units that have a factory applied anti-skid aggregate and epoxy roadway driving surface, and ramp toe units.

C.2.1.4. 700XS Grillage Set: Each Acrow Grillage Set shall include four abutment grillage sets and four jacking grillage sets to launch, and retrieve the 76.2 meter 700XS Panel Bridge System.

C.3. Technical Assistance:

C.3.1. The Contractor shall provide CONUS based training services.

C.3.1.1 Duration of training shall be for a period of five consecutive days, eight hours per day. Total training requirement will equate to forty hours. The training shall be conducted at the contractors facility in Lafayette, New Jersey NLT 180 days after contract award. The contractor shall provide written and oral instruction, in English, to a class size of no more than five Nepalse students.

C.3.1.2 Training shall encompass the assembly and disassembly of the ACROW Bridging System in accordance with commercial manuals. At the conclusion of training, Nepalese students shall have the technical expertise to assemble/disassemble the Acrow 700XS Panel Bridging System.

C.3.1.3 The Contractor shall provide each participating student with the necessary training materials, to include both a hard copy and electronic copy of the Commercial Training Manuals in English (CDRL A002). The Contractor shall provide course completion certificated to all students that successfully complete the classroom and "Hand-on" training (CDRL A003).

C.3.1.4 The Contractor shall develop Student Critique form for each student to complete at the end of training. A copy of each form shall be submitted to the Contracting Officer Representative (COR) within 15 working days after the training has been completed (CDRL A004).

C.3.1.5 The Contractor shall provide a final Training Report summary on the overall program. This Report shall be delivered within 15 working days after the training has been completed (CDRL A005).

*** END OF NARRATIVE C0002 ***

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PACKAGING AND MARKING

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|--|-------------|
| 1 | 52.247-4016 (TACOM) | HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS | AUG/2005 |

Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure 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; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

[End of Clause]

D.1. Packaging: All components associated with this acquisition shall be containerized and transported in sea worthy certified, 40-foot ISO containers; weighing no more than 15 metric tonnes. Each container shall be packed with a copy of the 700XS Commercial Manual (CDRL A006) and a Container Packing List. The Contractor shall ensure Containers for each of the 4 ACROW Bridging Systems are marked to ensure the customer can easily identify which containers are required for Bridging System 1, Bridging system 2, Bridging system 3 and Bridging system 4. The Container Packing List shall also be supplied to the Government Quality Assurance Representative (QAR) at the origin point for acceptance of the bridge systems, at the time of final inspection (CDRL A001).

*** END OF NARRATIVE D0001 ***

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INSPECTION AND ACCEPTANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|--|-------------|
| 1 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |
| 2 | 52.246-4028 (TACOM) | INSPECTION AND ACCEPTANCE POINTS: ORIGIN | NOV/2005 |

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

INSPECTION POINT: _ACROW_Corporation of America_ 5EAF8
(Name) (CAGE)

_24_Randazzo Rd_ Lafayette NJ 07848-2221
(Address) (City) (State) (Zip)

ACCEPTANCE POINT: _ACROW_Corporation of America_ 5EAF8
(Name) (CAGE)

24_Randazzo Rd Lafayette NJ 07848-2221
(Address) (City) (State) (Zip)

[End of Clause]

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DELIVERIES OR PERFORMANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|--|-------------|
| 1 | 52.211-17 | DELIVERY OF EXCESS QUANTITIES | SEP/1989 |
| 2 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| 3 | 52.247-29 | F.O.B. ORIGIN | FEB/2006 |
| 4 | 52.247-30 | F.O.B. ORIGIN, CONTRACTOR'S FACILITY | FEB/2006 |
| 5 | 52.247-52 | CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS | FEB/2006 |
| 6 | 52.247-58 | LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS | APR/1984 |
| 7 | 52.247-59 | F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS | APR/1984 |
| 8 | 52.247-65 | F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS | JAN/1991 |
| 9 | 252.211-7003 | ITEM IDENTIFICATION AND VALUATION | JUN/2011 |

(a) Definitions. As used in this clause

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

"Governments unit acquisition cost" means

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

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

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

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

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

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

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

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

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

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line,

Subline, or

Exhibit Line Item Number

Item Description

____ N/A _____

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number - N/A.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

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

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

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

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

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

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

(4) Unique item identifier.

(i) The Contractor shall

(A) Determine whether to

- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent; and

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

(ii) The issuing agency code

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

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

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

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.

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

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(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at

http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

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

(End of clause)

10 52.242-4022 DELIVERY SCHEDULE SEP/2008
 (TACOM)

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

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

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

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

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(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 EA. | 100 |
| 0002AA | 4 EA. | 100 |
| 0003AA | 8 EA. | 100 |
| 0004AA | 32 EA. | 100 |
| 0005AA | 84 EA. | 100 |

(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 |
|----------|-----|--|
| N/A | N/A | N/A |

(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 |
|----------|-----|--|
|----------|-----|--|

[End of Clause]

11 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS APR/2012
(WARREN)

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

(1) To be completed by the offeror:

- (i) Type of container: Wood Box , Fiber Box , Barrel , Reel , Drum , Other (Specify) _____;
- (ii) Shipping configuration: Knocked-down , Set-up , Nested , Other (specify) _____;
- (iii) Size of container: 40 (Length), x 7.6 (Width), x 8.8 (Height) = 2,682 Cubic Ft;
- (iv) Number of items per container N/A each;
- (v) Gross weight of container and contents VAR Lbs; (Gross Weight varies from 37,000 to 43,000 LBS.)
- (vi) Palletized/skidded Yes No;
- (vii) Number of containers per pallet/skid N/A;
- (viii) Weight of empty pallet bottom/skid and sides N/A Lbs;

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(ix) Size of pallet/skid and contents __N/A__ Lbs* Cube _____;

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

(i) Rate used in evaluation _____;

(ii) Tender/Tariff _____;

(iii) Item _____.

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

(End of Clause)

*52.247-4060, TACOM Clarification for Guaranteed Shipping Characteristics

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

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

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

(End of TACOM clause clarifying language)

12 52.225-4000 VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES APR/2000
(TACOM)

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]

13 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT AUG/2003
(TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

(1) Government/Commercial Bill(s) of Lading or US Postal Services;

(2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or

(3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

(1) Government Bills of Lading and

(2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 24 of 39****PIIN/SIIN** W56HZV-13-C-0402**MOD/AMD****Name of Offeror or Contractor:** ACROW CORP OF AMERICA

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: | Lafayette (City) | NJ (State) | 07848-2221 (ZIP) | Morris (County) |
| (2) Subcontractor's Plant | Lafayette (City) | NJ (State) | 07848-2221 (ZIP) | Morris (County) |

[End of Clause]

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Name of Offeror or Contractor: ACROW CORP OF AMERICA

CONTRACT ADMINISTRATION DATA

| LINE | PRON/ AMS CD/ MIPR/ GFEBBS ATA | OBLG STAT | JO NO/ ACCT ASSIGN | ACRN | OBLIGATED AMOUNT |
|--------|---|--------------|-----------------------|------|---------------------|
| 0001AA | J527W379EH UAV001 J52UAV01EHNP | 2 | 2LTEXJ | AA | \$ 3,594,255.44 |
| 0002AA | J527W380EH UAV002 J52UAV02EHNP | 2 | 2LTEXH | AB | \$ 1,101,400.00 |
| 0003AA | J527W381EH UAV003 J52UAV03EHNP | 2 | 2LTEWR | AC | \$ 601,203.60 |
| 0004AA | J527W382EH UAV004 J52UAV04EHNP | 2 | 2LTEWQ | AD | \$ 60,569.60 |
| 0005AA | J527W383EH UAV005 J52UAV05EHNP | 2 | 2LTEWP | AE | \$ 318,024.00 |
| 0006AA | J527W384EH UAV006 J52UAV06EHNP | 2 | 2LTEWO | AF | \$ 24,500.00 |
| TOTAL | | | | | \$ 5,699,952.64 |

| ACRN | ACCOUNTING CLASSIFICATION | OBLIGATED AMOUNT |
|-------|---|---------------------|
| AA | 9711 X8242NP01X6D1000UAV 00131E1NPS20113 W56HZV | \$ 3,594,255.44 |
| AB | 9711 X8242NP01X6D1000UAV 00231E1NPS20113 W56HZV | \$ 1,101,400.00 |
| AC | 9711 X8242NP01X6D1000UAV 00331E1NPS20113 W56HZV | \$ 601,203.60 |
| AD | 9711 X8242NP01X6D1000UAV 00431E1NPS20113 W56HZV | \$ 60,569.60 |
| AE | 9711 X8242NP01X6D1000UAV 00531E1NPS20113 W56HZV | \$ 318,024.00 |
| AF | 9711 X8242NP01X6D1000UAV 00625FBNPS20113 W56HZV | \$ 24,500.00 |
| TOTAL | | \$ 5,699,952.64 |

| LINE | ACRN | EDI/SFIS ACCOUNTING CLASSIFICATION |
|--------|------|--|
| 0001AA | AA | 97110X0X8242NP01 W56HZV X6D1000UAV001 31E1J527W379EH 2LTEXJ S20113 |
| 0002AA | AB | 97110X0X8242NP01 W56HZV X6D1000UAV002 31E1J527W380EH 2LTEXH S20113 |
| 0003AA | AC | 97110X0X8242NP01 W56HZV X6D1000UAV003 31E1J527W381EH 2LTEWR S20113 |
| 0004AA | AD | 97110X0X8242NP01 W56HZV X6D1000UAV004 31E1J527W382EH 2LTEWQ S20113 |
| 0005AA | AE | 97110X0X8242NP01 W56HZV X6D1000UAV005 31E1J527W383EH 2LTEWP S20113 |
| 0006AA | AF | 97110X0X8242NP01 W56HZV X6D1000UAV006 25FBJ527W384EH 2LTEWO S20113 |

| Regulatory Cite | Title | Date |
|----------------------------|---|----------|
| 1 252.204-0005 (DFARS PGI) | PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) - Line Item Specific: by Cancellation Date | SEP/2009 |

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-C-0402 MOD/AMD | Page 26 of 39 |
|---------------------------|--|----------------------|

Name of Offeror or Contractor: ACROW CORP OF AMERICA

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

[End of Clause]

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Name of Offeror or Contractor: ACROW CORP OF AMERICA

SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
Rock Island - JMTC: <https://acquisition.army.mil/asfi/>
Red River Army Depot: <https://acquisition.army.mil/asfi/>
Anniston Army Depot: <https://acquisition.army.mil/asfi/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic SAM registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: usarmy.detroit.acc.mbx.wrn-web-page@mail.mil or by calling (586) 282-7059.

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Name of Offeror or Contractor: ACROW CORP OF AMERICA

CONTRACT CLAUSES

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|----|------------------------|--|-------------|
| 1 | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER | MAY/2011 |
| 2 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | DEC/2010 |
| 3 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | APR/2008 |
| 4 | 52.212-4 | CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS | FEB/2012 |
| 5 | 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB/1997 |
| 6 | 52.222-29 | NOTIFICATION OF VISA DENIAL | JUN/2003 |
| 7 | 52.222-40 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT | DEC/2010 |
| 8 | 52.222-41 | SERVICE CONTRACT ACT OF 1965 | NOV/2007 |
| 9 | 52.223-6 | DRUG-FREE WORKPLACE | MAY/2001 |
| 10 | 52.227-1 | AUTHORIZATION AND CONSENT | DEC/2007 |
| 11 | 52.229-6 | TAXES--FOREIGN FIXED-PRICE CONTRACTS | JUN/2003 |
| 12 | 52.232-11 | EXTRAS | APR/1984 |
| 13 | 52.232-17 | INTEREST | OCT/2010 |
| 14 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| 15 | 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC/1996 |
| 16 | 52.248-1 | VALUE ENGINEERING | OCT/2010 |
| 17 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| 18 | 252.204-7000 | DISCLOSURE OF INFORMATION | DEC/1991 |
| 19 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| 20 | 252.204-7006 | BILLING INSTRUCTIONS | OCT/2005 |
| 21 | 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY | DEC/2006 |
| 22 | 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | DEC/2012 |
| 23 | 252.225-7005 | IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES | JUN/2005 |
| 24 | 252.225-7013 | DUTY-FREE ENTRY | JUN/2012 |
| 25 | 252.225-7033 | WAIVER OF UNITED KINGDOM LEVIES | APR/2003 |
| 26 | 252.225-7041 | CORRESPONDENCE IN ENGLISH | JUN/1997 |
| 27 | 252.229-7000 | INVOICES EXCLUSIVE OF TAXES OR DUTIES | JUN/1997 |
| 28 | 252.229-7011 | REPORTING OF FOREIGN TAXES - U.S. ASSISTANCE PROGRAMS | SEP/2005 |
| 29 | 252.232-7003 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS | JUN/2012 |
| 30 | 252.232-7010 | LEVIES ON CONTRACT PAYMENTS | DEC/2006 |
| 31 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| 32 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2008 |
| 33 | 52.212-5 | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS | JAN/2013 |

(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) (Pub. L. 108-77, 108-78).

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

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

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

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

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Name of Offeror or Contractor: ACROW CORP OF AMERICA

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

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

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

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

(11) [Reserved]

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

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

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

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

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

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

(14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011)(15 U.S.C. 637 (d)(4)).

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

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

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

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

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

(18) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(20) 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (Dec 2010)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f)

(23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012)(15 U.S.C. 632(a)(2)).

(24) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

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Name of Offeror or Contractor: ACROW CORP OF AMERICA

___ (25) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

X (26) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

___ (27) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

___ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

___ (29) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

___ (30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

___ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)(29 U.S.C. 793).

___ (32) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

___ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

___ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

___ (39) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).

___ (40)(i) 52.225-3, Buy American Act Free Trade Agreements -- Israeli Trade Act (NOV 2012) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (MAR 2012) of 52.225-3.

___ (iii) Alternate II (MAR 2012) of 52.225-3.

___ (iv) Alternate III (NOV 2012) of 52.225-3.

___ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).

___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___ (48) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (49) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

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Name of Offeror or Contractor: ACROW CORP OF AMERICA

___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010)(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.

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

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

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

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

(xiv) 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)

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52.247-1

COMMERCIAL BILL OF LADING NOTATIONS

FEB/2006

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Department of Defense and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Department of Defense and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. N/A. This may be confirmed by contacting the DCMA Office identified on page one of this document.

(End of Clause)

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Name of Offeror or Contractor: ACROW CORP OF AMERICA

35 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR DEC/2012
EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).
- (2) 252.203-7003, Agency Office of the Inspector General (APR 2012) (section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).
- (3) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (4) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (JUN 2012) (15 U.S.C. 637).
- (5) 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).
- (6)(i) 252.225-7001, Buy American Act and Balance of Payments Program (DEC 2012) (41 U.S.C. 10a-10d, E.O. 10582).
- (ii) Alternate I (OCT 2011) of 252.225-7001.
- (7) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).
- (9) 252.225-7012, Preference for Certain Domestic Commodities (DEC 2012) (10 U.S.C. 2533a).
- (10) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (Jun 2011) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12) 252.225-7017, Photovoltaic Devices (DEC 2012) (Section 846 of Pub. L. 111-383).
- (13)(i) 252.225-7021, Trade Agreements (DEC 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) Alternate I (OCT 2011) of 252.225-7021.
- (iii) Alternate II (OCT 2011) of 252.225-7021.
- (14) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (DEC 2012) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) Alternate I (JUN 2012) of 252.225-7036.
- (iii) Alternate II (NOV 2012) of 252.225-7036.
- (iv) Alternate III (JUN 2012) of 252.225-7036.
- (v) Alternate IV (NOV 2012) of 252.225-7036.

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- (vi) ___ Alternate V (NOV 2012) of 252.225-7036.
- (17) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) ___ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) X 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) ___ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) ___ 252.227-7015, Technical Data--Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012) (10 U.S.C. 2321).
- (23) ___ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) ___ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (25) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (DEC 2010) (Section 1092 of Public Law 108-375).
- (26) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) ___ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).
- (28) ___ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (29)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ___ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ___ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ___ Alternate III (MAY 2002) of 252.247-7023.
- (30) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (31) ___ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).
- (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).
- (5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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(End of clause)

36 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

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

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

| Material (If none, insert None) | Identification No. |
|------------------------------------|--------------------|
| N/A | |
| | |
| | |

(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)

37 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--

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- (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) * _____ N/A _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

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

(End of Clause)

38 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)

39 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)

40 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of

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this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)

ACT

None

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

41 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).

(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]

42 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/

or

<http://sellingtoarmy.info/User/ShowPage.aspx?SectionID=12>

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving

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your area.

[End of Clause]

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LIST OF ATTACHMENTS

| <u>List of</u> <u>Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number</u> <u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|---------------------------------|-------------|----------------------------------|-----------------------|
| Exhibit A | CONTRACT DATA REQUIREMENTS LIST | 20-MAY-2013 | 018 | EMAIL |