

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b> Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number SEE SCHEDULE		Page 1 Of 16				
2. Contract No. W56HZV-13-P-0515		3. Award/Effective Date 2013AUG15		4. Order Number		5. Solicitation Number		6. Solicitation Issue Date		
7. For Solicitation Information Call:		A. Name STEPHANIE THOM			B. Telephone Number (No Collect Calls) (586)282-7405		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 checked="" type="checkbox"/> Unrestricted OR <input type="checkbox"/> Set Aside: % For:							
Email: STEPHANIE.N.THOM@US.ARMY.MIL			<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: 336320						
			<input type="checkbox"/> 8(A)	Size Standard:						
11. Delivery For FOB Destination Unless Block Is Marked <input type="checkbox"/> See Schedule		12. Discount Terms		<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)			13b. Rating DOC9			
				14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP						
15. Deliver To SEE SCHEDULE		Code	16. Administered By DCMA ATLANTA 2300 LAKE PARK DRIVE, SUITE 300 SMYRNA GA 30080				Code		S1103A	
Telephone No.										
17a. Contractor/Offeror SWJC, INC. 60 PELHAM DAVIS CIR GREENVILLE, SC 29615-5751		Code 1VUQ9	Facility	18a. Payment Will Be Made By DFAS-COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264 1-800-756-4571 FAX 614-693-2224				Code		HQ0338
Telephone No.										
<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 SEE SCHEDULE			21. Quantity	22. Unit	23. Unit Price		24. Amount		
	(Use Reverse and/or Attach Additional Sheets As Necessary)									
25. Accounting And Appropriation Data SEE CONTRACT ADMINISTRATION DATA						26. Total Award Amount (For Govt. Use Only) \$952.14				
<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 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 <u>2</u> Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified.					<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:					
30a. Signature Of Offeror/Contractor			31a. United States Of America (Signature Of Contracting Officer) /SIGNED/							
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) MAJ ERIC F. HEIL ERIC.HEIL@US.ARMY.MIL (586)282-8109			31c. Date Signed 2013AUG15			

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 16**

PIIN/SIIN W56HZV-13-P-0515

MOD/AMD

**Name of Offeror or Contractor:** SWJC, INC.

## SUPPLEMENTAL INFORMATION

Buyer Name: STEPHANIE THOM  
Buyer Office Symbol/Telephone Number: CCTA-ADT-C/(586)282-7405  
Type of Contract: Firm Fixed Price  
Kind of Contract: Supply Contracts and Priced Orders  
Type of Business: Large Business Performing in U.S.  
Surveillance Criticality Designator: B  
Weapon System: Decontaminating Equipment

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

1. The Government is awarding Purchase Order W56HZV-13-P-0515 to fill a requirement for the following item:

Item Name: Starter, Engine, Electric  
NSN: 2920-12-375-1690  
Part Number: 547.465.6  
Quantity: 2 each

2. Inspection/Acceptance of production will be Origin/Origin. FOB is Destination.

3. All shipments will be sent to the following address:

XU W0L7 BLUE GRASS ARMY DEPOT  
BLUE GRASS ARMY DEPOT  
431 BATTLEFIELD MEMORIAL HIGHWAY  
RICHMOND, KY, 40475-5070

Note: Blue Grass Army Depot does not accept deliveries on Fridays, weekends, or holidays.

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-P-0515 <b>MOD/AMD</b>	<b>Page</b> 3 <b>of</b> 16
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**Name of Offeror or Contractor:** SWJC, INC.

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Payment

B.1.1 Invoicing Instructions: See clause 52.232-4087 entitled PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN) herein for invoicing instructions.

DO NOT SEND INVOICES TO DFAS - COLUMBUS CENTER.

B.1.2 Payment will be approved upon acceptance, inspection and receipt of delivery of all items to be delivered under this order.

\*\*\* END OF NARRATIVE B0001 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-P-0515 MOD/AMD

Name of Offeror or Contractor: SWJC, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	STARTER, ENGINE, ELE NSN: 2920-12-375-1690 CLIN CONTRACT TYPE: Firm Fixed Price FSCM: D8889 PART NR: 547.465.6				
0001AA	<p><u>STARTER, ENGINE, ELECTRIC</u></p> <p>GENERIC NAME DESCRIPTION: STARTER, ENGINE, ELE                      PRON: EH2Y5843EH PRON AMD: 03 ACRN: AA                      AMS CD: SM2B1100000                      PSC: 2920</p> <p>*** Reference quote #1214404 dated 02 August 2013 ***</p> <p>(End of narrative B001)</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  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001 W56HZV2114F543 W22PVJ J 2  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 2 12-SEP-2013</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT                      BLUE GRASS ARMY DEPOT                      431 BATTLEFIELD MEMORIAL HIGHWAY                      RICHMOND, KY, 40475-5070</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      W56HZV-13-P-0515/0000</p>	2	EA	\$ 476.07000	\$ 952.14
0002	<u>DATA ITEM</u>				



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MOD/AMD

**Name of Offeror or Contractor:** SWJC, INC.

## PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.211-4500 TACOM (RI)	PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)	DEC/2007

A. The preservation, packing, and marking requirements for the item identified above shall be accomplished in accordance with the requirements in the specification/standard defined below.

B. The following requirements shall apply:

PRESERVATION: MILITARY  
LEVEL OF PACKING: B  
QUANTITY PER UNIT PACKAGE: 001  
SPECIFICATION/STANDARD: MIL-STD-2073-1D

C. Marking: In addition to any special marking markings called out by the specification/standard above;

C.1. All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 4, dated 19 Sep 07 including bar coding and a MSL label. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see <http://www.acq.osd.mil/log/rfid/index.htm> for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

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

E. The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions in paragraph G below. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO with copies to the ACO. The government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing.

F. Hazardous Materials (as applicable):

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

F.2. When applicable, packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:

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

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



**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W56HZV-13-P-0515

**MOD/AMD**

**Name of Offeror or Contractor:** SWJC, INC.

INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance Point: Inspection and Acceptance of all deliverables under this order shall be made at Origin by DCMA Atlanta, GA prior to delivery of all items under this order.

\*\*\* END OF NARRATIVE E0001 \*\*\*

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
2	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
3	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
4	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: SWJC, Inc. 1VUQ9  
(Name) (CAGE)

60 Pelham Davis Cir. Greenville SC 29615-5751  
(Address) (City) (State) (Zip)

ACCEPTANCE POINT: Same as Above  
(Name) (CAGE)

Same as Above  
(Address) (City) (State) (Zip)

[End of Clause]

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MOD/AMD

**Name of Offeror or Contractor:** SWJC, INC.

DELIVERIES OR PERFORMANCE

F.1 Deliveries

F.1.1 All items required to be delivered under this order shall be delivered FOB Destination to the following addresses:

XU W0L7 BLUE GRASS ARMY DEPOT  
BLUE GRASS ARMY DEPOT  
431 BATTLEFIELD MEMORIAL HIGHWAY  
RICHMOND, KY, 40475-5070

Note: Blue Grass Army Depot does not accept deliveries on Fridays, Weekends, or Holidays.

F.1.2 The contractor shall deliver all items under this order within 30 days of the award date.

\*\*\* END OF NARRATIVE F0001 \*\*\*

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**PIIN/SIIN** W56HZV-13-P-0515

**MOD/AMD**

**Name of Offeror or Contractor:** SWJC, INC.

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	<u>ACRN</u>	OBLIGATED <u>AMOUNT</u>
0001AA	EH2Y5843EH SM2B1100000	2		AA	\$ 952.14
TOTAL					\$ 952.14

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	OBLIGATED <u>AMOUNT</u>
AA	97 X4930AC9D 6D 26KB S20113 W56HZV	\$ 952.14
TOTAL		\$ 952.14

LINE	<u>ITEM</u>	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>
0001AA	AA	97	0X0X4930AC9D S20113 6D0000SM2B110000026KB S20113 W56HZV

Regulatory Cite \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

1 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN) AUG/2012

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

The document type the contractor shall use is as follows:

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

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MOD/AMD

**Name of Offeror or Contractor:** SWJC, INC.

## CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	JUL/2013
2	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
3	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JUL/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:

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

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

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

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

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

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

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

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

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

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

\_\_\_ (11) [Reserved]

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

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

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

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

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

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

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

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**Name of Offeror or Contractor:** SWJC, INC.

- \_\_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013)(15 U.S.C. 637 (d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.
- \_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- \_\_\_ (17) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).
- \_\_\_ (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 ProgramDisadvantaged Status and Reporting (Jul 2013)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive 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)
- X (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013)(15 U.S.C. 632(a)(2)).
- \_\_\_ (24) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (26) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- \_\_\_ (27) 52.222-19, Child LaborCooperation 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).

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**Name of Offeror or Contractor:** SWJC, INC.

- \_\_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).  
\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.  
\_\_\_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).  
\_\_\_ (39) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).
- \_\_\_ (40)(i) 52.225-3, Buy American Act Free Trade Agreements -- Israeli Trade Act (NOV 2012) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).  
\_\_\_ (ii) Alternate I (MAR 2012) of 52.225-3.  
\_\_\_ (iii) Alternate II (MAR 2012) of 52.225-3.  
\_\_\_ (iv) Alternate III (NOV 2012) of 52.225-3.  
\_\_\_ (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) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).  
\_\_\_ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).  
\_\_\_ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).  
\_\_\_ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).  
X (48) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).  
\_\_\_ (49) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).  
\_\_\_ (50) 52.232-36, Payment by Third Party (Jul 2013)(31 U.S.C. 3332).  
\_\_\_ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).  
\_\_\_ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).  
\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- \_\_\_ (1) 52.222-41, Service Contract Act of 1965, (Nov 2007)(41 U.S.C. 351, et seq.).  
\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).  
\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).  
\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).  
\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).  
\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).  
\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

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**Name of Offeror or Contractor:** SWJC, INC.

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

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

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

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

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

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

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

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

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

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

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

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

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-P-0515 <b>MOD/AMD</b>	<b>Page 15 of 16</b>
<b>Name of Offeror or Contractor:</b> SWJC, INC.		

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

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

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

(End of Clause)

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**Name of Offeror or Contractor:** SWJC, INC.

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	CERTIFICATE OF COMPLIANCE		001	DATA
Attachment 0001	CERTIFICATE OF COMPLIANCE		001	DATA

CONTRACT DATA REQUIREMENT LIST Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0002  
B. EXHIBIT.....: A  
C. CATEGORY.....: Quality Assurance  
D. SYSTEM/ITEM.....: Starter, Engine, Electric  
E. CONTRACT/PR NO.....: W56HZV-13-P-0515 / EH2Y5843EH  
F. CONTRACTOR.....: SWJC, Inc.

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1. DATA ITEM NO. ....: A001  
2. TITLE OF DATA ITEM.....: Certificate of Compliance  
3. SUBTITLE .....: Certificate of Compliance  
4. AUTHORITY .....: DIMISC-81356A  
5. CONTRACT REFERENCE.....: Section E of purchase order  
6. REQUIRING OFFICE.....: RDCB-DES-Q (RI)  
7. DD250 REQ .....: Letter of Transmittal Only (LT)  
8. APP CODE .....: N/A  
9. DIST. STATEMENT REQUIRED.: N/A  
10. FREQUENCY.....: ASREQ  
11. AS OF DATE.....: N/A  
12. DATE OF FIRST SUBMISSION: ASREQ  
13. DATE OF SUBSEQUENT SUB.: ASREQ  
14. DISTRIBUTION ADDRESSEES.:

1 copy to QAR  
Demetrius Hatten  
demetrius.hatten@dcma.mil

1 copy to RDCD-DES-Q  
Leon Dahl  
leon.r.dahl.ctr@mail.mil

1 copy to PCO  
Major Eric Heil- Contracting Officer  
eric.f.heil.mil@mail.mil

15. TOTAL COPIES.....: 3

16. REMARKS:  
MODIFY DI-MISC-81356, 2.I TO READ: "A STATEMENT CERTIFYING THAT ALL ITEMS FURNISHED ON THE CONTRACT ARE IN FULL COMPLIANCE WITH THE TDP, ALL SPECIFICATIONS AND CONTRACT REQUIREMENTS". SUBMIT CERTIFICATE OF CONFORMANCE PRIOR TO FIRST DELIVERY. SUBMIT ELECTRONICALLY TO THE PCO.

DATA DELIVERY DESCRIPTION Certificate of Compliance Certificate of Conformance (COC)

This Data Delivery Description (DDD) contains the content and preparation instructions for the data product resulting from the work task specified in the contract. The Certificate of Compliance provides certification from the contractor that the material supplied is in full compliance with all contract requirements. This DDD contains the format, content, and intended use information for the data deliverable required by the contract.

Requirements:

1. Format. The Certificate of Compliance shall be presented in a format similar to that of Figure 1.
2. Content. The Certificate of Compliance shall contain:
  - a. Contractors name.
  - b. Contractors address.
  - c. Contractors phone number.
  - d. Date.
  - e. Contracting Agencies name.
  - f. Contract Number.
  - g. National Stock Number (NSN).
  - h. Item nomenclature.
  - i. A statement certifying that all items furnished on the contract are in full compliance with all specification and contract requirements.
  - j. Authorized personnels signature.
  - k. Authorized personnels printed name and title.

Figure 1 Sample format for a Certificate of Compliance

From: \_\_\_\_\_  
(Contractors name)

Address: \_\_\_\_\_  
(Contractors address)

Phone Number: \_\_\_\_\_  
(Contractors phone number)

Date: \_\_\_\_\_

To: \_\_\_\_\_  
(Contracting Agency)

Contract Number: \_\_\_\_\_

National Stock Number: \_\_\_\_\_

Item Nomenclature: \_\_\_\_\_

All items furnished on this contract are in full compliance with all specification and contract requirements.

\_\_\_\_\_  
(Signature of Authorized Personnel)

\_\_\_\_\_  
(Printed Name and Title of Authorized Personnel)

Note: The recording of false, fictitious, or fraudulent statements or entries on this document may be punished as a felony under Federal Statutes.

Figure 1 Sample format for a Certificate of Compliance