

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number SEE SCHEDULE		Page 1 Of 36			
2. Contract No. W56HZV-13-P-0620		3. Award/Effective Date 2013SEP23		4. Order Number		5. Solicitation Number		6. Solicitation Issue Date	
7. For Solicitation Information Call:		A. Name KYLE PLUTSCHUCK			B. Telephone Number (No Collect Calls) (586)282-9562		8. Offer Due Date/Local Time		
9. Issued By U.S. ARMY CONTRACTING COMMAND WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL Email: KYLE.PLUTSCHUCK@US.ARMY.MIL			Code W56HZV	10. This Acquisition is <input type="checkbox"/> Unrestricted OR <input checked="" type="checkbox"/> Set Aside: 100 % For:					
			<input checked="" 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: 336111					
			<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 checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				
16. Administered By DCMA DAYTON AREA C, BUILDING 30 1725 VAN PATTON DRIVE WRIGHT-PATTERSON AFB, OH 45433-5302				Code	S3605A				
17a. Contractor/Offeror BROTHERS BODY AND EQUIPMENT, LLC 352 S ST BLDG 24 DOOR 26 GALION, OH 44833-2742		Code 4F7L1	Facility	18a. Payment Will Be Made By DFAS - COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P.O. BOX 182266 COLUMBUS, OH 43218-2266			Code HQ0337		
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) \$27,626.43			
<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 <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) GREGORY J. TETTER GREGORY.TETTER@US.ARMY.MIL (586)282-6304			31c. Date Signed 2013SEP23		

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 36
	PIIN/SIIN W56HZV-13-P-0620 MOD/AMD	
Name of Offeror or Contractor: BROTHERS BODY AND EQUIPMENT, LLC		

SUPPLEMENTAL INFORMATION

Buyer Name: KYLE PLUTSCHUCK
 Buyer Office Symbol/Telephone Number: CCTA-HDB-N/(586)282-9562
 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: B
 Weapon System: 8 to 10 Ton Vehicle Configuration, M520-FMS REQUIREMENT

*** End of Narrative A0000 ***

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

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

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

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

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the System for Award Management (SAM) at www.sam.gov (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=W56HZV13T0404

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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 3 of 36
	PIIN/SIIN W56HZV-13-P-0620 MOD/AMD	
Name of Offeror or Contractor: BROTHERS BODY AND EQUIPMENT, LLC		

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

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

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

(g) If you have questions or need help using ProcNet, call our E-commerce Contracting Help Desk at (586) 282-7059, or send an email to usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx> to find a location near you.

End of Provision

2 52.201-4000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON APR/2011

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

[End of Provision]

The Government is awarding contract W56HZV-13-P-0620 to Brothers Body and Equipment, LLC, for the following Commercial Vehicle Recovery Kits and Mechanic Tool Sets (in support of FMS cases with Burkina Faso and Kenya) as outlined under Section-B, Supplies and Services:

1. 37 Commercial Vehicle Recovery Kits at the unit price of \$622.73.
2. 14 Commercial Mechanic Tool Sets at the unit price of \$327.53.
3. The total value of this contract award (excluding Options) is: \$27,626.43.

OPTION Items (may be exercised up to 60 DARO):

4. 125 Commercial Vehicle Recovery Kits at the unit price of \$622.73.
5. 50 Commercial Mechanic Tool Sets at the unit price of \$327.53.
6. All terms and conditions of RFP #W56HZV-13-T-0404 and contract #W56HZV-13-P-0620 remain in full force and effect.

*** END OF NARRATIVE A0001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-P-0620 MOD/AMD

Name of Offeror or Contractor: BROTHERS BODY AND EQUIPMENT, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS COMM. VEHICLE RECOVERY KIT NSN: 9999-99-999-9999 FSCM: 00000 PART NR: 9K8A-00NSSPTEQ				
0001AA	<p><u>COMMERCIAL VEHICLE RECOVERY KIT</u></p> <p>GENERIC NAME DESCRIPTION: COMM. VEHICLE RECOVERY KIT CLIN CONTRACT TYPE: Firm Fixed Price PRON: J537X341EH PRON AMD: 01 ACRN: AA PSC: 9999 FMS COUNTRY/CASE: H8/UBA</p> <p>Commercial Vehicle Recovery Kit in accordance with the Specification (Attachment 0001) and the Technical Information Questionnaire (Attachment 0003). Component prices shall be filled in Exhibit A, dated July 15, 2013.</p> <p>RFID tags are required.</p> <p>The FMS case designator (H8-B-UBA) must be listed on the shipping label.</p> <p>An extra set of shipping documents should be placed in the container and taped to the exterior of the shipping container.</p> <p>Another set of shipping documents shall be emailed to: steven.w.king.civ@mail.mil</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 BH8P7531379007 BXXUBA L BH8P00 3 PROJ CD BRK BLK PT</p>	19	EA	\$ 622.73000	\$ 11,831.87

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-13-P-0620 **MOD/AMD**

Name of Offeror or Contractor: BROTHERS BODY AND EQUIPMENT, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	<p style="text-align: center;">BH8P00</p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: left;"><u>DEL REL CD</u></td> <td style="text-align: center;"><u>QUANTITY</u></td> <td style="text-align: right;"><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td style="text-align: center;">19</td> <td style="text-align: right;">20-NOV-2013</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: (BH8P00) H8 CONSOLIDATION BURKINA FASO MECHANICSBURG PA 17055-0788</p> <p>MARK FOR: H8 CONSOLIDATION BURKINA FASO MECHANICSBURG PA 17055-0788</p> <p style="text-align: center;"><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-13-P-0620/0000</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	19	20-NOV-2013				
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>									
001	19	20-NOV-2013									

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-P-0620 MOD/AMD

Name of Offeror or Contractor: BROTHERS BODY AND EQUIPMENT, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0001AB	<p><u>COMMERCIAL VEHICLE RECOVERY KIT</u></p> <p>GENERIC NAME DESCRIPTION: COMM. VEHICLE RECOVERY KIT CLIN CONTRACT TYPE: Firm Fixed Price PRON: J537X484EH PRON AMD: 01 ACRN: AB PSC: 9999 FMS COUNTRY/CASE: H8/UBF</p> <p>Commercial Vehicle Recovery Kit in accordance with the Specification (Attachment 0001) and the Technical Information Questionnaire (Attachment 0003). Component prices shall be filled in Exhibit B, dated July 15, 2013.</p> <p>RFID tags are required.</p> <p>The FMS case designator (H8-B-UBF) must be listed on the shipping label.</p> <p>An extra set of shipping documents should be placed in the container and taped to the exterior of the shipping container.</p> <p>Another set of shipping documents shall be emailed to: steven.w.king.civ@mail.mil</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><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>BH8Q753171D022</td> <td>BXXUBF</td> <td>L</td> <td></td> <td>3</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>BH8Q00</td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>18</td> <td>20-NOV-2013</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: (BH8Q00) H8 CONSOLIDATION KENYA MECHANICSBURG PA 17055-0788</p> </p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	BH8Q753171D022	BXXUBF	L		3		<u>PROJ CD</u>	<u>BRK BLK PT</u>						BH8Q00				<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	18	20-NOV-2013	18	EA	\$ 622.73000	\$ 11,209.14
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																														
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	<u>PROJ CD</u>	<u>BRK BLK PT</u>																																	
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Reference No. of Document Being Continued
PIIN/SIIN W56HZV-13-P-0620 **MOD/AMD**

Name of Offeror or Contractor: BROTHERS BODY AND EQUIPMENT, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-13-P-0620/0000</p>				

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Reference No. of Document Being Continued
PIIN/SIIN W56HZV-13-P-0620 **MOD/AMD**

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Name of Offeror or Contractor: BROTHERS BODY AND EQUIPMENT, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p data-bbox="256 306 846 359">**NOTE: Shipping Instructions will be provided at the time the Option quantity is exercised.</p> <p data-bbox="444 386 699 411">(End of narrative F001)</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-P-0620 MOD/AMD

Name of Offeror or Contractor: BROTHERS BODY AND EQUIPMENT, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0002AB	<p><u>COMMERCIAL MECHANIC TOOL SET (METRIC)</u></p> <p>GENERIC NAME DESCRIPTION: COMM. MECHANIC TOOL SET CLIN CONTRACT TYPE: Firm Fixed Price PRON: J537X495EH PRON AMD: 01 ACRN: AD AMS CD: 9XXXXXX PSC: 9999 FMS COUNTRY/CASE: H8/UBF</p> <p>Commercial Mechanic Tool Set in accordance with the Specification (Attachment 0002) and the Technical Information Questionnaire (Attachment 0004). Component prices shall be filled in Exhibit D, dated July 15, 2013.</p> <p>RFID tags are required.</p> <p>The FMS case designator (H8-B-UBF) must be listed on the shipping label.</p> <p>An extra set of shipping documents should be placed in the container and taped to the exterior of the shipping container.</p> <p>Another set of shipping documents shall be emailed to: steven.w.king.civ@mail.mil</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><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>BH8Q753172D023</td> <td>BXXUBF</td> <td>L</td> <td>BH8Q00</td> <td>3</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>BH8Q00</td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>2</td> <td>20-NOV-2013</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: (BH8Q00) H8 CONSOLIDATION KENYA</p> </p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	BH8Q753172D023	BXXUBF	L	BH8Q00	3		<u>PROJ CD</u>	<u>BRK BLK PT</u>						BH8Q00				<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	2	20-NOV-2013	2	EA	\$ 327.53000	\$ 655.06
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																														
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	<u>PROJ CD</u>	<u>BRK BLK PT</u>																																	
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Reference No. of Document Being Continued
PIIN/SIIN W56HZV-13-P-0620 MOD/AMD

Name of Offeror or Contractor: BROTHERS BODY AND EQUIPMENT, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>MECHANICSBURG PA 17055-0788</p> <p>MARK FOR: H8 CONSOLIDATION KENYA MECHANICSBURG PA 17055-0788</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-13-P-0620/0000</p>				

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Reference No. of Document Being Continued
PIIN/SIIN W56HZV-13-P-0620 **MOD/AMD**

Name of Offeror or Contractor: BROTHERS BODY AND EQUIPMENT, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>**NOTE: Shipping Instructions will be provided at the time the Option quantity is exercised.</p> <p>(End of narrative F001)</p>				

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

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PIIN/SIIN W56HZV-13-P-0620

MOD/AMD

Name of Offeror or Contractor: BROTHERS BODY AND EQUIPMENT, LLC

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]

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-13-P-0620

MOD/AMD

Name of Offeror or Contractor: BROTHERS BODY AND EQUIPMENT, LLC

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	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: Brothers Body and Equipment, LLC 4F7L1
(Name) (CAGE)
352 South St. Galion OH 44833
(Address) (City) (State) (Zip)

ACCEPTANCE POINT: Brothers Body and Equipment, LLC 4F7L1
(Name) (CAGE)
352 South St. Galion OH 44833
(Address) (City) (State) (Zip)

[End of Clause]

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Name of Offeror or Contractor: BROTHERS BODY AND EQUIPMENT, LLC

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	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	FEB/2006
5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
6	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
7	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
8	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2013) -- ALTERNATE I (DEC 2011)	DEC/2011
9	52.242-4022 (TACOM)	DELIVERY SCHEDULE	SEP/2008

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

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

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

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

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

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
0001AA	19	60
0001AB	18	60
0002AA	12	60
0002AB	2	60

OPTION CLINS (possible to exercise up to 60 days after receipt of order (DARO)):

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
0001AC	125	60
0002AC	50	60

(d) Accelerated delivery schedule is acceptable at no extra cost to the Government.

(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

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Name of Offeror or Contractor: BROTHERS BODY AND EQUIPMENT, LLC

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

N/A N/A N/A

[End of Clause]

10 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.

CLIN 0001AA:

(1) To be completed by the offeror:

- (i) Type of container: Wood Box ____, Fiber Box ____, Barrel ____, Reel ____, Drum ____, Other (Specify) Pallet ;
- (ii) Shipping configuration: Knocked-down ____, Set-up ____, Nested ____, Other (specify) Pallet Wrapped;
- (iii) Size of container: 48 (Length), x 40 (Width), x 40 (Height) = 49 Cubic Ft;
- (iv) Number of items per container _____ each;
- (v) Gross weight of container and contents ____ Lbs;
- (vi) Palletized/skidded X Yes ____ No;
- (vii) Number of containers per pallet/skid _____;
- (viii) Weight of empty pallet bottom/skid and sides 169 Lbs;
- (ix) Size of pallet/skid and contents 2,140 Lbs.* Cube 52 ;

CLIN 0001AB:

(1) To be completed by the offeror:

- (i) Type of container: Wood Box ____, Fiber Box ____, Barrel ____, Reel ____, Drum ____, Other (Specify) Pallet ;
- (ii) Shipping configuration: Knocked-down ____, Set-up ____, Nested ____, Other (specify) Pallet Wrapped;
- (iii) Size of container: 48 (Length), x 40 (Width), x 40 (Height) = 49 Cubic Ft;
- (iv) Number of items per container _____ each;
- (v) Gross weight of container and contents ____ Lbs;
- (vi) Palletized/skidded X Yes ____ No;
- (vii) Number of containers per pallet/skid _____;
- (viii) Weight of empty pallet bottom/skid and sides 169 Lbs;
- (ix) Size of pallet/skid and contents 2,030 Lbs.* Cube 50 ;

CLIN 0002AA:

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(1) To be completed by the offeror:

- (i) Type of container: Wood Box ____, Fiber Box ____, Barrel ____, Reel ____, Drum ____, Other (Specify) Pallet ;
- (ii) Shipping configuration: Knocked-down ____, Set-up ____, Nested ____, Other (specify) Pallet Wrapped;
- (iii) Size of container: 48 (Length), x 40 (Width), x 40 (Height) = 49 Cubic Ft;
- (iv) Number of items per container _____ each;
- (v) Gross weight of container and contents ____ Lbs;
- (vi) Palletized/skidded X Yes ____ No;
- (vii) Number of containers per pallet/skid _____;
- (viii) Weight of empty pallet bottom/skid and sides 169 Lbs;
- (ix) Size of pallet/skid and contents 230 Lbs.* Cube 32;

CLIN 0002AB:

(1) To be completed by the offeror:

- (i) Type of container: Wood Box ____, Fiber Box ____, Barrel ____, Reel ____, Drum ____, Other (Specify) Pallet ;
- (ii) Shipping configuration: Knocked-down ____, Set-up ____, Nested ____, Other (specify) Pallet Wrapped;
- (iii) Size of container: 48 (Length), x 40 (Width), x 40 (Height) = 49 Cubic Ft;
- (iv) Number of items per container _____ each;
- (v) Gross weight of container and contents ____ Lbs;
- (vi) Palletized/skidded X Yes ____ No;
- (vii) Number of containers per pallet/skid _____;
- (viii) Weight of empty pallet bottom/skid and sides 169 Lbs;
- (ix) Size of pallet/skid and contents 80 Lbs.* Cube 10;

(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).

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(End of TACOM clause clarifying language)

11 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]

12 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 of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

13 52.247-4010 TRANSPORTATION DATA FOR FOB ORIGIN OFFERS FEB/1994
(TACOM)

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

- (1) Facilities for shipping by rail

[X] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

- (2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

NORFOLK AND SOUTHERN

GALION, OH _____

(NAME)

(LOCATION)

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(3) Facilities for shipping by water

- are
- are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

- are
- are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL: \$50.00 /Unit MOTOR: \$50.00 /Unit WATER: _____ /Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Clause]

14 52.247-4011 FOB POINT SEP/1978
(TACOM)

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: Galion OH 44833 Crawford
(City) (State) (ZIP) (County)

(2) Subcontractor's Plant: See above
(City) (State) (ZIP) (County)

[End of Clause]

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CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ <u>ITEM</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	ACRN		OBLIGATED <u>AMOUNT</u>	
0001AA	J537X341EH	2	F.0000492.7.1.1.1.1	AA	\$	11,831.87	
	011						
0001AB	J537X484EH	2	F.0000537.22.1.1.1.1	AB	\$	11,209.14	
	011						
0002AA	J537X343EH	2	F.0000492.9.1.1.1.1	AC	\$	3,930.36	
	011						
0002AB	J537X495EH 9XXXXX 011	2	F.0000537.23.1.1.1.1	AD	\$	655.06	
TOTAL						\$	27,626.43

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>					<u>OBLIGATED AMOUNT</u>	
AA	097 2010XXXX8242 H801 A60EE UBA007B	310A	L033906470	F.0000492.7.1.1.1.1	021001 \$	11,831.87	
AB	097 2010XXXX8242 H801 A60EE UBF022B	3101	L034109307	F.0000537.22.1.1.1.1	021001 \$	11,209.14	
AC	097 2010XXXX8242 H801 A60EE UBA009B	310A	L033906778	F.0000492.9.1.1.1.1	021001 \$	3,930.36	
AD	097 2010XXXX8242 H801 A60EE UBF023B	3101	L034122183	F.0000537.23.1.1.1.1	021001 \$	655.06	
TOTAL						\$	27,626.43

LINE	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>			
0001AA	AA	097 2010XXXX8242 H801 A60EE UBA007B	310A	L033906470	F.0000492.7.1.1.1.1 021001
0001AB	AB	097 2010XXXX8242 H801 A60EE UBF022B	3101	L034109307	F.0000537.22.1.1.1.1 021001
0002AA	AC	097 2010XXXX8242 H801 A60EE UBA009B	310A	L033906778	F.0000492.9.1.1.1.1 021001
0002AB	AD	097 2010XXXX8242 H801 A60EE UBF023B	3101	L034122183	F.0000537.23.1.1.1.1 021001

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

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

[End of Clause]

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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.

2	52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS	AUG/2010
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(a) We may require copies of the Wide Area Work Flow (WAWF) Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) below to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

(b) For those rare cases where the Material Inspection and Receiving Report (DD 250) is used to process receiving reports for inspection, acceptance, and payment, use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) E-mail DAMI_DD250@conus.army.mil

(2) Datafax using this fax number: (586) 282-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method (email or fax), do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may

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be found, in three different formats, on the World Wide Web at
<http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage2126.html>

[End of Clause]

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CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.203-3	GRATUITIES	APR/1984
2	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
3	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
4	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
5	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	MAY/2012
6	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
7	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	JUL/2013
8	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
9	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
10	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
11	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
12	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	FEB/2013
13	52.232-11	EXTRAS	APR/1984
14	52.232-17	INTEREST	OCT/2010
15	52.242-13	BANKRUPTCY	JUL/1995
16	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
17	52.248-1	VALUE ENGINEERING	OCT/2010
18	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
19	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
20	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
21	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
22	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
23	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
24	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
25	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
26	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
27	252.225-7013	DUTY-FREE ENTRY	JUN/2012
28	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
29	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
30	252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
31	252.229-7011	REPORTING OF FOREIGN TAXES - U.S. ASSISTANCE PROGRAMS	SEP/2005
32	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
33	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
34	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
35	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
36	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	AUG/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).

 (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

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Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

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

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

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

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

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

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

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

(11) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

(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)

(23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013)(15 U.S.C. 632(a)(2)).

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___ (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)).

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

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

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

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

X (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).

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

X (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).

X (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) 52.225-26, 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)).

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

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 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).

 (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)).

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(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).

(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)

37

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:

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- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832.

(End of clause)

41	52.217-4001	SEPARATELY PRICED OPTION FOR INCREASED QUANTITY (TACOM)	FEB/2007
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(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than 60 days after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

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

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

[End of Clause]

42	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
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(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

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

Material	Identification No.
(If none, insert None)	
None	_____

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

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

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

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any

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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)

43 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

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

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

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

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

Warning

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

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

(End of Clause)

44 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)

45 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.

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(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]

48 52.223-4000 ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS SEP/1978
(TACOM)

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

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

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

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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	VEHICLE RECOVERY KIT PARTS LIST (BURKINA FASO)	15-JUL-2013	001	EMAIL
Exhibit B	VEHICLE RECOVERY KIT PARTS LIST (KENYA)	15-JUL-2013	001	EMAIL
Exhibit C	MECHANIC TOOL SET PARTS LIST (BURKINA FASO)	15-JUL-2013	001	EMAIL
Exhibit D	MECHANIC TOOL SET PARTS LIST (KENYA)	15-JUL-2013	001	EMAIL
Exhibit E	VEHICLE RECOVERY KIT PARTS LIST - OPTION	15-JUL-2013	001	EMAIL
Exhibit F	MECHANIC TOOL SET PARTS LIST - OPTION	15-JUL-2013	001	EMAIL
Attachment 0001	SPECIFICATION - VEHICLE RECOVERY KIT	26-AUG-2013	001	EMAIL
Attachment 0002	SPECIFICATION - MECHANIC TOOL SET	12-SEP-2013	002	EMAIL
Attachment 0003	TECHNICAL INFORMATION QUESTIONNAIRE - VEHICLE RECOVERY KIT	26-AUG-2013	002	EMAIL
Attachment 0004	TECHNICAL INFORMATION QUESTIONNAIRE - MECHANIC TOOL SET	12-SEP-2013	003	EMAIL