

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number SEE SCHEDULE		Page 1 Of 35	
2. Contract No. W56HZV-14-C-0031		3. Award/Effective Date 2013DEC18		4. Order Number		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name MELISSA A. WEJROCH		B. Telephone Number (No Collect Calls) (586)282-0712		6. Solicitation Issue Date	
9. Issued By U.S. ARMY CONTRACTING COMMAND WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL			Code W56HZV	10. This Acquisition is <input type="checkbox"/> Unrestricted OR <input type="checkbox"/> Set Aside: % For:			
Email: MELISSA.A.WEJROCH@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: 336992		
			<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				14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
Telephone No.			16. Administered By DCMA DETROIT 35803 MOUND ROAD STERLING HEIGHTS MI 48310		Code S2305A		
17a. Contractor/Offeror Code 6NWS8		Facility		18a. Payment Will Be Made By DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266		Code HQ0337	
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			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) \$1,906,980.00	
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return 2 Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified.					<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:		
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer) /SIGNED/			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) DAWN M. VANHULLE DAWN.VANHULLE@US.ARMY.MIL (586)282-7123		31c. Date Signed 2013DEC18	

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
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32e. Mailing Address of Authorized Government Representative	32f. Telephone Number of Authorized Government Representative
	32g. E-Mail of Authorized Government Representative

33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final	34. Voucher Number	35. Amount Verified Correct For	36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	37. Check Number
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38. S/R Account No.	39. S/R Voucher Number	40. Paid By
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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 35
	PIIN/SIIN W56HZV-14-C-0031 MOD/AMD	

Name of Offeror or Contractor: BURTEK ENTERPRISES INC.

SUPPLEMENTAL INFORMATION

Buyer Name: MELISSA A. WEJROCH
 Buyer Office Symbol/Telephone Number: CCTA-HTB-D/(586)282-0712
 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: Radar & Sensor
 FMS REQUIREMENT

*** End of Narrative A0000 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-4850 ACCEPTANCE APPENDIX	SEP/2008

- (a) Contract Number W56HZV-14-C-0031 is awarded to Burtek Enterprises Inc.
- (b) The Subcontracting Plan dated 08 October 2013, that is in the possession of the parties hereto, is incorporated by reference.

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

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

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

[End of Clause]

2	52.201-4000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON	APR/2011
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Information regarding the Ombudsperson for this contract is located at the following website:
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Provision]

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0031 MOD/AMD

Name of Offeror or Contractor: BURTEK ENTERPRISES INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																							
0001	SUPPLIES OR SERVICES AND PRICES/COSTS AMBULANCE SHELTER GREEN CARC NSN: 9999-99-999-9999 FSCM: 00000 PART NR: MFG 47310000-G																																											
0001AA	<u>AMBULANCE SHELTERS</u> COMMODITY NAME: AMBULANCE SHELTER GREEN CARC CLIN CONTRACT TYPE: Firm Fixed Price PRON: J537W910EH PRON AMD: 04 ACRN: AA AMS CD: MTB023 PSC: 9999 CUSTOMER ORDER NO: J53MTB23EHPI FMS COUNTRY/CASE: PI/MTB <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>BPIT953036D023</td> <td>BPIT00</td> <td>L</td> <td>BPIT00</td> <td>1</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>BPIT00</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>16-JUN-2014</td> </tr> <tr> <td>002</td> <td>8</td> <td>16-JUL-2014</td> </tr> <tr> <td>003</td> <td>8</td> <td>15-AUG-2014</td> </tr> <tr> <td>004</td> <td>5</td> <td>14-SEP-2014</td> </tr> </table> FOB POINT: Origin SHIP TO: (BPIT00) Reference DAASINQ website:https://www.transactionservices.dla.mil/DAASINQ MARK FOR: AFP FINANCE CENTER AFP HQ SVS CMD SUPPLY UNIT PROV MAJ MARIANO TEL632 911 6001 X4431 CAMP GEN EMILIO AGUINALDO QUEZON CITY 1110 PHILIPPINES	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	BPIT953036D023	BPIT00	L	BPIT00	1		<u>PROJ CD</u>	<u>BRK BLK PT</u>						BPIT00				<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	2	16-JUN-2014	002	8	16-JUL-2014	003	8	15-AUG-2014	004	5	14-SEP-2014	28	EA	\$ 62,986.00000	\$ 1,763,608.00
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Reference No. of Document Being Continued
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Name of Offeror or Contractor: BURTEK ENTERPRISES INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DOC REL CD MILSTRIP SUPPL ADDR SIG CD MARK FOR TP CD 003 BPIT953091D023 BPIT00 L BPIT00 1 PROJ_CD BRK BLK_PT BPIT00 DEL REL CD QUANTITY DEL DATE 001 3 14-SEP-2014 002 2 14-OCT-2014 FOB POINT: Origin SHIP TO: (BPIT00) Reference DAASINQ website:https://www.transactionservices.dla.mil/DAASINQ MARK FOR: AFP FINANCE CENTER AFP HQ SVS CMD SUPPLY UNIT PROV MAJ MARIANO TEL632 911 6001 X4431 CAMP GEN EMILIO AGUINALDO QUEZON CITY 1110 PHILIPPINES				

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Name of Offeror or Contractor: BURTEK ENTERPRISES INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	QUEZON CITY 1110 PHILIPPINES				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0031 MOD/AMD

Name of Offeror or Contractor: BURTEK ENTERPRISES INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																										
0004	CONTRACTOR UNIQUE SPARE PARTS NSN: 9999-99-999-9999 FSCM: 00000 PART NR: 9K8A-00-NST-ACPT																																														
0004AA	<p data-bbox="264 548 602 575"><u>CONTRACTOR UNIQUE SPARE PARTS</u></p> <p data-bbox="264 625 769 835"> COMMODITY NAME: CONTRACTOR UNIQUE SPARE PARTS CLIN CONTRACT TYPE: Firm Fixed Price PRON: J547Y090EH PRON AMD: 02 ACRN: AD AMS CD: MTB032 PSC: 9999 CUSTOMER ORDER NO: J54MTB2AEHPI FMS COUNTRY/CASE: PI/MTB </p> <p data-bbox="256 890 850 968"> See Attachment 0001, Spare Parts List, for a complete list of part numbers and quantities of spares included in a Lot (LO) on CLIN 0004AA. </p> <p data-bbox="444 995 699 1022">(End of narrative B001)</p> <p data-bbox="264 1100 505 1127"><u>Packaging and Marking</u></p> <p data-bbox="264 1129 691 1232"> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A </p> <p data-bbox="264 1289 548 1316"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1318 727 1346">INSPECTION: Origin ACCEPTANCE: Origin</p> <p data-bbox="264 1394 548 1421"><u>Deliveries or Performance</u></p> <table data-bbox="264 1423 850 1604"> <tr> <td>DOC</td> <td colspan="2">SUPPL</td> <td colspan="3"></td> </tr> <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>BPIT9N3296D032</td> <td>BXXMTB</td> <td>L</td> <td>BPIT00</td> <td>2</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td colspan="3"></td> </tr> <tr> <td></td> <td></td> <td>BPIT00</td> <td colspan="3"></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td colspan="2"><u>DEL DATE</u></td> <td colspan="2"></td> </tr> <tr> <td>001</td> <td>1</td> <td colspan="2">16-JUN-2014</td> <td colspan="2"></td> </tr> </table> <p data-bbox="264 1661 461 1688">FOB POINT: Origin</p> <p data-bbox="264 1715 602 1766"> SHIP TO: (BPIT00) JUSMAG PHILIPPINES </p> <p data-bbox="264 1925 602 1953">MARK FOR: JUSMAG PHILIPPINES</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	BPIT9N3296D032	BXXMTB	L	BPIT00	2		<u>PROJ CD</u>	<u>BRK BLK PT</u>						BPIT00				<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	1	16-JUN-2014				1	LO	\$ 3,480.00000	\$ 3,480.00
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Reference No. of Document Being Continued
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Name of Offeror or Contractor: BURTEK ENTERPRISES INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>USE THE FOLLOWING "SHIP TO" AND "MARK FOR" ADDRESSES FOR CLIN 0004AA:</p> <p>SHIP TO: BPIT00, TAC: M AFP FINANCE CENTER AFP HQ SVS CMD SUPPLY UNIT PROV MAJ MARIANO TEL 632 911 6001 EXT. 4431 CAMP GEN EMILIO AGUINALDO QUEZON CITY 1110 PHILIPPINES</p> <p>MARK FOR: BPIT00, TAC: M AFP FINANCE CENTER AFP HQ SVS CMD SUPPLY UNIT PROV MAJ MARIANO TEL 632 911 6001 EXT. 4431 CAMP GEN EMILIO AGUINALDO QUEZON CITY 1110 PHILIPPINES</p> <p>(End of narrative F001)</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0031 MOD/AMD

Name of Offeror or Contractor: BURTEK ENTERPRISES INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
0005	<u>CONTRACT DATA REQUIREMENTS LIST (CDRL)</u>																													
A001	<p><u>PASS THROUGH WARRANTIES</u></p> <p>The contractor shall prepare and deliver the data submission in accordance with the requirements, quantities, and schedule set forth in Section C.3.1.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <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> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>AS REQUIRED</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001				3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	1	AS REQUIRED			1	EA	\$ ** NSP **	\$ ** NSP **
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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0031 MOD/AMD

Name of Offeror or Contractor: BURTEK ENTERPRISES INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A002	<p><u>MONTHLY PROGRESS REPORT</u></p> <p>The contractor shall prepare and deliver the data submission in accordance with the requirements, quantities, and schedule set forth in Section C.7.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 AS REQUIRED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	1	EA	\$ ** NSP **	\$ ** NSP **

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

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PIIN/SIIN W56HZV-14-C-0031

MOD/AMD

Name of Offeror or Contractor: BURTEK ENTERPRISES INC.

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Part I

General Information

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

DESCRIPTION/SPECIFICATION/STATEMENT OF WORK:

C.1 Statement of Work (SOW): This action is a Foreign Military Sale (FMS) buy for the Republic of the Philippines. Thirty (30) Ambulance Shelters, Burtek Part Number 47310000-G, will be procured as well as ancillary technical manuals, supplemental data, and service and repair parts for the Republic of the Philippines Army usage. These shelters shall be installed upon thirty (30) M1152 High Mobility Multi-Purpose Wheeled Vehicles (HMMWV) provided as Government Furnished Equipment (GFE) by way of the Republic of the Philippines Government.

C.1.1 Hardware Specification CLIN 0001AA and CLIN 0002AA: The Contractor shall install thirty (30) ambulance kits, Burtek Part Number 47310000-G, on the thirty (30) M1152 HMMWVs provided as GFE as described in paragraph C.1 of this SOW. Ambulance Shelter installation shall be performed in accordance with the following Burtek Drawings:

Burtek Drawing 4731TD0003 - HMMWV-1152 VEHICLE CHASSIS PREP STAGE I (DECOMMISSIONING)

Burtek Drawing 4731TD0004 - HMMWV-1152 VEHICLE CHASSIS PREP STAGE II (ENHANCEMENTS)

Burtek Drawing 4731TD0005 - HMMWV-1152 VEHICLE CHASSIS PREP STAGE III (SHELTER INTEGRATION)

C.1.1.1 Each vehicle shall be marked with red crosses painted with red Chemical Agent Resistant Coating (CARC) paint. The red cross size(s) and locations shall be as follows:

- There will be (3) 36 x 36 insignias: (1) on the top of the shelter, (1) on the road side of the shelter, (1) on the curb side of the shelter

- There will be (2) 18 x 18 insignias: (1) on the road side rear door, (1) on the curb side rear door

- There will be (1) 12 X 12 insignia on the cab over

C.1.2 Operator Manuals and Associated Supplemental Data in the English Language: The Contractor shall overpack in each installed Ambulance Shelter: one English hardcopy of an Ambulance Shelter Operator Manual as well as Supplemental Data in Contractor format and one English digital copy of an Ambulance Shelter Operator Manual as well as Supplemental Data in Contractor format. These manuals and supplemental data shall be stowed in the foot well compartment of the provided GFE M1152 vehicles.

C.1.3 Scheduled Service and Repair Parts : The Contractor shall provide the following Scheduled Service and Repair Parts in accordance with CLINs 0003AA and 0004AA:

DESCRIPTION	Vendor P/N	QTY
CHAIR, MEDIC WITH SEATBELT	Burtek 80120119	1
KIT, FUSE	Burtek 80124047	1
CONTAINER WITH HOLDER, OXYGEN	Burtek 80124046	1
KIT, AIR FILTER	Burtek 80124045	1
FIRE EXTINGUISHER W/BRACKET	Burtek 80120121	1
HOOK/HANGAR, IV	Burtek 80127034	1
LIGHT BAR/WARNING LIGHTS	Burtek 80124110	1
LIGHT, LED INTERIOR	Burtek 80124111	1
LIGHT, REAR LOADING	Burtek 80124112	1
SIREN SYSTEM, ELECTRONIC	Burtek 80124113	1
SPEAKER, SIREN	Burtek 80124114	1
STEP, REAR	Burtek 80121119	1
OXYGEN FLOW METER W/OHMEDA FITTING	Burtek 80124043	1
OXYGEN FLOW METER W/SCHRADER FITTING	Burtek 80124042	1
115VAC DUPLEX OUTLET	Burtek 80120139	1
1230VAC DUPLEX OUTLET	Burtek 80120132	1
112VDC OUTLET	Burtek 80124044	1

Name of Offeror or Contractor: BURTEK ENTERPRISES INC.

C.2 Complete Assembly: At the point of acceptance, equipment must be fully assembled and in final configuration.

C.3 Warranty

C.3.1 Material and Workmanship Warranty: The Contractor warrants that the end items (ambulance shelters) shall be free from defects in material and workmanship. The Contractor further warrants the material and workmanship shall conform to the requirements of this contract for the duration of 12 months from the Acceptance Date as defined below, or the Ambulance has been operated for 36,000 miles; whichever is earlier. This warranty covers all contract items, parts, and labor, except for normal wear and tear, accident damage, misuse, alterations, combat damage, damage due to lack of maintenance or use of lubricants or fluids not recommended, normal maintenance, and scheduled service items such as filters, screens, fluids, windshield wipers, and brake shoes. In the event of failure under this warranty, the Contractor shall provide the necessary parts and labor to make the repairs at a location in the Philippines designated by the U.S. Government. Upon notification of a failure under the warranty agreement, and on a case by case basis, Burtek will review the issue and propose an appropriate lead time to make the repairs. Expedited delivery is acceptable at no additional cost to the Government.

The warranty begins at the acceptance date of inspection and acceptance at Burteks facility.

Definition of Inspection and Acceptance and Acceptance Date:

"Inspection and Acceptance" as used in this clause means the official signing of the DD Form 250 (Inspection and Receiving Report) by an authorized Government representative accepting the end item.

"Acceptance Date" is the date shown on the signed DD Form 250 (Inspection and Receiving Report).

If the end items are placed in storage, the acceptance date is shown on the Form 1348-1 by the U.S. Government of the end items and services provided under the contract, or any provision of this contract concerning the conclusiveness thereof, the Contractor hereby warrants that the Ambulance conforms to the performance and manufacturing requirements specifically delineated in this specification/contract and conforms to the performance requirements defined in this statement of work.

To the extent the Contractor's suppliers normally provide a commercial or trade practices warranty, that exceeds the contract warranty, the Contractor shall pass the identical warranty to the foreign government (i.e, Philippines). The Contractor shall provide a list of the warranted parts and assemblies to the Contracting Officer Representative (COR) 30 days after contract award. This information shall be submitted in written Contractor format in accordance with CDRL A001, Pass Through Warranties. The pass-through warranty list shall contain the manufacturer's name, part or assembly nomenclature, manufacturer (vendor or subcontractor) part number, item cost, and the coverage and duration of the warranty. Actual copies of subcontractor/vendor warranties shall also be provided to the COR no later than 60 days after contract award.

C.3.2 The Ambulance Shelters are covered under the Contractor's one year warranty. The Contractor has identified main items (approximately 40) under warranty as follows:

Item #	Description	Qty	Part #
1	Fan Unit, 24VDC	2	80120104
2	Oxygen Supply System Package	1	80120105
3	"M" Size Steel Oxygen Cylinder	1	80120106
4	MED-CON A333-N2_2392 Low Pressure Alarm	1	80120117
5	Suction Unit	1	80120118
6	Webbed Seat	1	80120119
7	Seat Belt Assembly	1	80120120
8	100W 24VDC Siren	1	80120124
9	Siren Speaker 24VDC	1	80120125
10	Top Blue Revolving Lights 12VDC	2	80120126
11	Shelter Dome Light	4	80120127
12	Rear Entry Flood Light	2	80120128
13	ECU Kit	1	80120129
14	Cab Extension Dome Light 12VDC	1	80127032
15	CGA-540 Regulator with Gauges	1	80120105-1
16	ZN08-004-150 Protocol Station Assembly	1	80120105-10
17	Schrader Outlet with Flow meter	4	80120105-2
18	Flow meter Manifold, Right Bank	1	80120105-3
19	Flow meter Manifold, Left Bank	1	80120105-4
20	Ohmeter Outlet and Flow meter	4	80120105-5
21	MPF-540-48 Oxygen Hose Assembly	1	80120105-6
22	C4OXY036FNNFN Oxygen Hose Assembly	1	80120105-7
23	C4OXY018FNNFN Oxygen Hose Assembly	1	80120105-8
24	ZN08-044-180 Tube Trailer Hose Assembly	1	80120105-9

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25	A/C Heating Unit (ACHU 1103)	1	80120129-18
26	GP300-24V, 3/4 Electro-Thermal Valve	1	80120129-3
27	Thermostat (CM3000RCB300S with Single Relay)	1	80120129-4
30	Battery. 12VDC	2	80120131
31	UK GFCI Receptacle, 13A, 230VAC 50Hz	2	80120132
32	115VAC Inverter	1	80120133
33	230VAC Inverter	1	80120134
34	24/12 VDC Battery Equalizer	1	80120135
35	Battery Separator (24V 300A)	1	80120136
36	115VAC Breaker	1	80120137
37	230VAC Breaker	1	80120138
38	Foam Seat, Covered	1	80120140
39	Back Rest, Cushion	2	80120141
40	Seat Cushion	2	80120142

C.3.3 Warranty Administration: The Contractor shall be responsible for administering all pass through warranties to the terms of the supplier warranty. Pass-through warranties shall start at the time specified by the Contractor's suppliers. All remedies which the foreign government, such as the Government of the Philippines, may seek as the result of such pass-through warranties will be brought against the Contractor and the Contractor shall administer such remedies in accordance with the supplier warranty terms and conditions. The cost for the warranty shall be included in the price of each item.

C.4 New Material: Only new material shall be provided.

C.5 Reserved.

C.6 Safety: The vehicle shall comply with the laws, standards, and/or policies of the country of their manufacture for export to the Republic of the Philippines.

C.7 Monthly Progress Report: Commencing thirty days after award and every 30 days through contract expiration, the Contractor shall submit a Monthly Progress Report. The report shall contain a narrative description of the contract progress provided during the reporting period as well as any problems or issues encountered during the reporting period and their resolution. This report shall be submitted in written Contractor format to the COR and Contract Specialist on a monthly basis in accordance with CDRL A002, Monthly Progress Report.

C.8 Secure Storage of GFP and Shelter Hardware

The Contractor shall transfer contents of three (3) bulk cardboard boxes provided with the M1152 HMMWV to the rear roadside foot well storage compartment located behind the operator's cab. All items removed from bulk packaging shall be preserved in their individual packaging (Reference Table 1 shown below). Each cardboard box shall be labeled on the outside with a list of its contents as well as a packing list of contents inside of the box.

The Contractor shall furnish and install one (1) stainless steel locking hasp on the rear roadside foot well storage door (provided with the Ambulance Shelter) to deter pilferage of the GFP contents. Upon final inspection of the Ambulance Shelters by the cognizant Defense Contract Management Agency (DCMA), the Contractor shall furnish and install one (1) theft deterrent bolt to the locking hasps.

The Contractor shall furnish and install one (1) stainless steel locking hasp on the rear curbside foot well storage door (provided with the Ambulance Shelter) to deter pilferage of the supplementary batteries provided by the contractor under the Ambulance contract. Upon final inspection of the Ambulance Shelters by the cognizant DCMA, the Contractor shall furnish and install one (1) theft deterrent bolt to the locking hasps.

Table 1 - Stored Items Per Vehicle

Work

#	Qty	Part Number	Description	Source	Center	Packaging	Figure
1	1	12360466	Extinguisher	GFP	BII	Cardboard Carton	3
2	1	11676920	Bag, Pamphlet-BII	GFP	BII	Loose	4
3	1	14009303	Wrench, Wheel Lug	GFP	BII	Plastic Bag	5
4	1	5939822L	Jack @ 3.5 Ton	GFP	BII	Placed in Item 7 Bag	6
5	1	11677011	First Aid Kit	GFP	BII	Plastic Bag	7

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6	1	57K3528	Max Tool Kit	GFP	BII	Contents Removed from Carton	8
	6a	1	-	Special Tool Kit*	GFP	BII	Loose 8
	6b	1	-	Axe W/Sheath*	GFP	BII	Loose 8
7	1	12337043	Bag, Jack & Tool Stowage	GFP	BII	Loose	9
8	1	1400-05-0010	Tool Bag, Sub-Assembly	GFP	BII	Loose	10
9	1	1400-08-0010	Pack, Fire Extinguisher Hwd	GFP	BII	Mounted in M1152 Cab	--
10	1	6008773	Assembly, Mirror, Right	GFP	Safety	Cardboard Carton	11
11	1	6008772	Assembly, Mirror, Left	GFP	Safety	Cardboard Carton	11
12	1	12447171	Handle Asm Winch Control	GFP	OPTBOX	Loose	12
13	1	92320-38710	ECV Operator Manual, English	GFP	OPTBOX	Placed in Item 1 Pamphlet Bag	13
14	1	6001967	Combination Wrench .625	GFP	OPTBOX	Placed in Item 8 Tool Bag	14
15	1	6001968	Combinatino Wrench .750	GFP	OPTBOX	Placed in Item 8 Tool Bag	15
16	1	5935000	Kit Headlight Stoneguard	GFP	OPTBOX	Loose	16
17	1	-	Ambulance Technical Manual	Burtek	N/A	Stored in Item 2 Bag	--

*Removed from Max Tool Kit

C.9 Government Furnished Equipment/Information: The Government of the Republic of the Philippines will provide the following as Government Furnished Equipment (GFE):

Name of property: M1152 High Mobility Multi-Purpose Wheeled Vehicles (HMMWV)
Quantity Received: Thirty (30) each
Unit Acquisition Cost: \$110,456.35
Accountable Contract Number: W56HZV-13-C-0204

The GFE anticipated delivery date to Burtek Enterprises, Inc. is as follows:

- 12 EA, 06 January 2014
- 12 EA, 07 January 2014
- 6 EA, 08 January 2014

CONFIGURATION OF GFE:

Thirty (30) EA M1152, HMMWV (Philippines, PI-B-MTB)

Hard Top, 2 Man, w/Doors & Closeout, P/N 6060423

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Paint, Green, Solid, P/N 5934691
 Carwell, P/N 6009963
 Delete Catalytic Converter, P/N 6043802
 Harris Cables (single), P/N 6018513
 Driveline Protection WO/Winch, P/N 6043457
 CTIS WO/Armor, P/N 6060432
 A/C - 2 Man, P/N 6060440
 LED Headlamp Assy, P/N 6086774
 Electronic Metric Speedometer, P/N 6022996
 AMG Unique Equipment Manuals (4 set), P/N NPN 1
 GFP RFID Tags
 M1152 AMBO Box Ready Deletes, P/N 6072029

*** END OF NARRATIVE C0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.211-4010 (TACOM)	ACQUISITION OF SOURCE-CONTROLLED PART NUMBER	FEB/1998

Acquisition under this contract is restricted to:

(1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and

(2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided (i) that these nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a nonlisted part number as described in this paragraph (2) have executed the provision 52.211-4038 entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM herein.

[End of Clause]

2 52.211-4018 (TACOM)	ACQUISITION OF MANUFACTURER'S PART NUMBER	MAY/1996
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This acquisition is restricted to the item description set forth in the Schedule which specifies a manufacturer's part number. Since complete Government data for the item are not available, it is understood and agreed that references to specifications and drawings herein shall be deemed to include all changes or revisions thereto which the contractor has made effective as of the date of delivery of any of the items provided for in this contract; provided, that no such change or revision which affects the interchangeability of the item (ability to be interchanged with previous parts or to connect with all mating parts when assembled) shall be effected without the approval of the Procuring Contracting Officer. The contractor agrees that he will furnish to the Administrative Contracting Officer or Government Inspector, for the purpose of making inspection under any resulting contract, copies of the applicable specifications and drawings indicating all changes or revisions.

[End of Clause]

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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]

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INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984

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DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
3	52.247-29	F.O.B. ORIGIN	FEB/2006
4	52.247-52	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
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(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
CLIN 0001AA	2 EA	180
	8 EA	210
	8 EA	240
	8 EA	270
CLIN 0002AA	2 EA	300
	2 EA	300
CLIN 0003AA	4 LO	180
CLIN 0004AA	1 LO	180
CLIN 0005		As Required

(d) With prior approval by the Contracting Officer an accelerated delivery schedule is acceptable.

[End of Clause]

10	52.225-4000 (TACOM)	VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES	APR/2000
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At least 10 days prior to the first shipment of supplies under this contract, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this contract.

[End of Clause]

11 52.247-4005 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]

12 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

- [] are
- [X] 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:

(NAME)_____
(LOCATION)

(3) Facilities for shipping by water

- [] are
- [X] are not

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

(4) Facilities for shipping by motor

- [X] are
- [] are not

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CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ <u>ITEM</u> <u>GFEB5 ATA</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	<u>ACRN</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
0001AA	J537W910EH MTB023 J53MTB23EHPI	2	3LTEDN	AA	\$ 1,763,608.00
0002AA	J547Y089EH MTB031 J54MTB31EHPI	2	4LTEVG	AB	\$ 125,972.00
0003AA	J537W970EH MTB026 J53MTB26EHPI	2	3LTECS	AC	\$ 13,920.00
0004AA	J547Y090EH MTB032 J54MTB2AEHPI	2	4LTEVF	AD	\$ 3,480.00
TOTAL					\$ 1,906,980.00

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
AA	9711 X8242PIO1X6D1000MTB 02331E1PIS20113 W56HZV	\$ 1,763,608.00
AB	9711 X8242PIO1X6D1000MTB 03131E1PIS20113 W56HZV	\$ 125,972.00
AC	9711 X8242PIO1X6D1000MTB 02631EAPIS20113 W56HZV	\$ 13,920.00
AD	9711 X8242PIO1X6D1000MTB 03231EAPIS20113 W56HZV	\$ 3,480.00
TOTAL		\$ 1,906,980.00

LINE	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
0001AA	AA	97110X0X8242PIO1 W56HZV X6D1000MTB023		31E1J537W910EH 3LTEDN	S20113
0002AA	AB	97110X0X8242PIO1 W56HZV X6D1000MTB031		31E1J547Y089EH 4LTEVG	S20113
0003AA	AC	97110X0X8242PIO1 W56HZV X6D1000MTB026		31EAJ537W970EH 3LTECS	S20113
0004AA	AD	97110X0X8242PIO1 W56HZV X6D1000MTB032		31EAJ547Y090EH 4LTEVF	S20113

1 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS MAY/2013
(a) Definitions. As used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov/> and

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(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Material Inspection and Receiving Report "Combo"

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

Refer to regulatory cite 52.246-4028, Inspection and Acceptance Points: Origin

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	W56HZV
Admin DoDAAC	S2305A
Inspect By DoDAAC	S2305A
Ship To Code	Refer to Delivery Schedule
Ship From Code	Refer to Inspection and Acceptance Point: Origin, 52.246-4028
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

N/A

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

Refer to the DCMA ACO assigned to this contract.

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

(End of clause)

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2 252.204-0005 PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE SEP/2009
 (DFARS PGI) (DFAS) - Line Item Specific: by Cancellation Date

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.

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Name of Offeror or Contractor: BURTEK ENTERPRISES INC.

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.203-3	GRATUITIES	APR/1984
2	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
3	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
4	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	JUL/2013
5	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
6	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
7	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
8	52.232-11	EXTRAS	APR/1984
9	52.232-17	INTEREST	OCT/2010
10	52.242-13	BANKRUPTCY	JUL/1995
11	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
12	52.248-1	VALUE ENGINEERING	OCT/2010
13	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
14	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
15	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
16	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
17	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
18	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
19	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
20	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	AUG/2012
21	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
22	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
23	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2013
24	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
25	252.225-7013	DUTY-FREE ENTRY	JUN/2012
26	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
27	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
28	252.225-7021	TRADE AGREEMENTS	AUG/2013
29	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
30	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
31	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
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	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
36	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
37	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
38	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
39	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	SEP/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).

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___ (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.)

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

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

X (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).

X (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.

X (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.

X (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)).

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

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

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

___ (20) 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (Jul 2013)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

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- (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)).
- (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 Labor Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)(29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (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 (SEP 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (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).

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- ___ (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).
- ___ (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

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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).

(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)

40

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:

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

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

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

(End of Clause)

41 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES APR/2003

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

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

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

- (1) For sales to the Government(s) of Philippines (PI), contingent fees in any amount.
- (2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(End of clause)

42 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

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

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

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

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

(End of Clause)

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.

Name of Offeror or Contractor: BURTEK ENTERPRISES INC.

(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 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM

APR/2006

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

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

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

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor%20protege/)

or

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

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

[End of Clause]

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 35 of 35**

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MOD/AMD

Name of Offeror or Contractor: BURTEK ENTERPRISES 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	CONTRACT REQUIREMENTS DATA LIST	07-JUN-2013	002	EMAIL
Attachment 0001	SPARE PARTS LIST	30-OCT-2013	001	EMAIL
Attachment 0002	COMMERCIAL SMALL BUSINESS SUBCONTRACTING PLAN	08-OCT-2013	005	EMAIL