

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number SEE SCHEDULE		Page 1 Of 46	
2. Contract No. W56HZV-14-D-0022		3. Award/Effective Date 2013DEC19		4. Order Number		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name JENNIFER SCHNEIDER		B. Telephone Number (No Collect Calls) (586)282-3507		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 checked="" type="checkbox"/> Unrestricted OR <input type="checkbox"/> Set Aside: % For:			
Email: JENNIFER.A.SCHNEIDER@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)		
11. Delivery For FOB Destination Unless Block Is Marked <input type="checkbox"/> See Schedule			12. Discount Terms		<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)		13b. Rating DOA4
					14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
15. Deliver To SEE SCHEDULE			Code	16. Administered By DCMA BALTIMORE 217 EAST REDWOOD STREET SUITE 1800 BALTIMORE MD 21202-3375			
Telephone No.			Code S2101A				
17a. Contractor/Offeror Code 636D0		Facility		18a. Payment Will Be Made By Code HQ0338 DFAS-COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264			
17a. Contractor/Offeror APEX TOOL GROUP, LLC 14600 YORK RD STE A SPARKS, MD 21152-9396							
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						26. Total Award Amount (For Govt. Use Only) \$0.00	
<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 type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return _____ Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified.				<input checked="" type="checkbox"/> 29. Award Of Contract: Ref. W56HZV12R0057 Offer Dated _____ Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items: SEE SCHEDULE			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer) /SIGNED/			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) TERRENCE R. BROWN TERRENCE.R.BROWN@US.ARMY.MIL (586)282-8886		31c. Date Signed 2013DEC19	

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	

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SUPPLEMENTAL INFORMATION

Buyer Name: JENNIFER SCHNEIDER
 Buyer Office Symbol/Telephone Number: CCTA-HBA-K/(586)282-3507
 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
 Contract Expiration Date: 2019DEC05

*** 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=W56HZV12R0057

(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.

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Name of Offeror or Contractor: APEX TOOL GROUP, 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 52.204-4850 ACCEPTANCE APPENDIX SEP/2008

(a) Contract Number W56HZV-14-D-0022 is awarded to Apex Tool Group, LLC.

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

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

(d) The contractor's subcontracting plan dated 20 February 2013 is incorporated into the contract by reference.

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

- Amendment 0001
- Amendment 0002
- Amendment 0003
- Amendment 0004
- Amendment 0005
- Amendment 0006
- Amendment 0007
- Amendment 0008
- Amendment 0009
- Amendment 0010
- Amendment 0011
- Amendment 0012
- Amendment 0013
- Amendment 0014

[End of Clause]

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Name of Offeror or Contractor: APEX TOOL GROUP, LLC

3 52.201-4000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON APR/2011

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

[End of Provision]

4 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN) JAN/2012

TACOM-Warren uses Wide Area Workflow, Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. (See DFARS clause 252.232-7003, entitled Electronic Submission of Payment Requests and Receiving Reports). Under WAWF-RA, vendors electronically submit (and track) invoices, and receipt/acceptance documents/reports. Submission of hard copy DD250/invoices is no longer acceptable for payment purposes.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil>. There is no charge to use WAWF. Direct any questions relating to system setup and vendor training to the Help Desk at Ogden, UT at 1-866-618-5988. Web-based training for WAWF is also available at <https://wawftraining.eb.mil>

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

5 52.242-4021 NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS NOV/2009
(TACOM)

Agencies other than TACOM, such as Defense Logistics Agency (DLA), may also place delivery orders under this contract (or, as applicable, the contract that results from this solicitation). In that event, such agencies will administer those orders.

(END OF CLAUSE)

1. The purpose of this Amendment 0001, to Solicitation W56HZV-12-R-0057 is to provide updated DFP, Rev. E. This DFP includes drawings in Appendix A that were not provided in DFP, Rev. D.

2. Revise language in Section L.3.2:

From: Offerors shall submit drawings, diagrams, or visual aids to ensure that the drawers, layers, and organizing liners will comply with the tool layout listed in paragraphs 4.2.1 and 4.2.1.4 of the DFP.

To: Offerors shall submit drawings, diagrams, or visual aids to ensure that the drawers, layers, and organizing liners will comply with the tool layout listed in paragraph 3.5.94 of the DFP.

3. Offerors are required to acknowledge this amendment in accordance with provision 52.214-4000, Acknowledgment of Amendments, of the

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Name of Offeror or Contractor: APEX TOOL GROUP, LLC

solicitation and the acknowledgment shall be included in each copy of your offer submitted in accordance with provision 52.212-1(b), Instructions to Offerors--Commercial items, of the solicitation.

4. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0002 ***

1. The purpose of this Amendment 0002, to Solicitation W56HZV-12-R-0057 is to remove clause 52.247-60, Guaranteed Shipping Characteristics. The clause is applicable to solicitations when FOB Origin is used. This solicitation is FOB Destination, therefore the clause is not applicable.

2. Change in requirement 3.5.59 contained in the DFP, resulting in DFP, REV. F, 11 June, 2012 as follows:

FROM:

Screwdriver, Slotted, 1/4 inch, Stubby. The slotted screwdriver shall have a 1/4 inch flared tip with a thickness of 0.036 to 0.044 inches and shall feature a bolster. The screwdriver shall have a blade length of no more than 2 inches and an overall length of no more than 4 inches. The screwdriver shall have a plastic handle and a steel blade with chromium surface finish.

TO:

Screwdriver, Slotted, 1/4 inch, Stubby. The slotted screwdriver shall have a 1/4 inch flared tip with a thickness of 0.036 to 0.044 inches. The screwdriver shall have a blade length of no more than 2 inches and an overall length of no more than 4 inches. The screwdriver shall have a plastic handle and a steel blade with chromium surface finish.

3. The solicitation closing date is changed

From: 20 June 2012

To: 29 June 2012

4. Offerors are required to acknowledge this amendment in accordance with provision 52.214-4000, Acknowledgement of Amendments, of the solicitation and acknowledgement shall be included in each copy of your offer submitted in accordance with provision 52.212-1(b), Instructions to Offerors--Commercial Items, of the solicitation.

5. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0003 ***

1. The purpose of this Amendment 0003, to solicitation W56HZV-12-R-0057 is to change requirement 3.5.67a in the DFP

FROM:

Soldering Pencil. The 120 VAC (volts alternating current) electric soldering pencil shall be supplied with no less than a 12-foot long cord and a 3/16 inch screwdriver tip.

TO:

Soldering Pencil. The 24V, 48 watt electric soldering pencil shall be supplied with no less than a 12-foot long cord and a 3/16 inch screwdriver tip.

2. Modified requirement 3.5.16, 5 to remove Bag or Tool Roll requirement.

3. Modified requirement 3.5.17, 12 to remove Bag or Tool Roll requirement.

4. Modified requirement 3.5.39, 10 to remove Tool roll, pouch or case.

5. Modified requirement 3.5.75, 62 to remove Metal Case.

6. Modified requirement 3.5.79, 24 to remove Case requirement.

7. Modified Attachment 0004, Replacement and Warranty Spreadsheet: added line items for individual pieces within sub kits.

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Name of Offeror or Contractor: APEX TOOL GROUP, LLC		

8. Modified Attachment 0005, Component List, to remove bag, tool roll or case requirements from 3.5.16, 3.5.17, 3.5.39, 3.5.75 and 3.5.79.

9. The solicitation closing date is changed

From: 29 June 2012
To: 6 July 2012

10. Offerors are required to acknowledge this amendment in accordance with provision 52.214-4000, Acknowledgement of Amendments, of the solicitation and acknowledgement shall be included in each copy of your offer submitted in accordance with provision 52.212-1(b), Instructions to Offerors--Commercial Items, of the solicitation.

11. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0004 ***

1. The purpose of this Amendment 0004, to solicitation W56HZV-12-R-0057 is to extend the solicitation closing date

From: 06 July, 2012
To: 13 July, 2012

3. Offerors are required to acknowledge this amendment in accordance with provision 52.214-4000, Acknowledgement of Amendments, of the solicitation and acknowledgement shall be included in each copy of your offer submitted in accordance with provision 52.212-1(b), Instructions to Offerors--Commercial Items, of the solicitation.

4. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0005 ***

1. The purpose of this Amendment 0005, to solicitation W56HZV-12-R-0057 is to add the following components to attachment 0004, Replacement and Warranty Spreadsheet to align with the DFP:

- 3.5.52 (5) Offset Phillips #1 and 2
- 3.5.52 (6) Offset Phillips #3 and 4

2. Change the quantity for 3.5.91 C-Clamp

From: 1 EA
To: 3 EA

to attachment 0005, Component List to align with the DFP.

*** END OF NARRATIVE A0006 ***

The purpose of amendment 0006, is to extend the closing date of solicitation W56HZV-12-R-0057, from 13 July 2012 1700, to 18 July 2012 1700.

All other terms and conditions except those addressed by this amendment remain in full force and effect.

*** END OF NARRATIVE A0007 ***

1. The purpose of this Amendment 0007, to solicitation W56HZV-12-R-0057 is to:

Attachment 0004: Correct functionality of the drop down list in column titled Warranty

Attachment 0005: Correct functionality of columns titled Warranty, Industrial Quality and Additional Comments

2. Offerors are required to acknowledge this amendment in accordance with provision 52.214-4000, Acknowledgement of Amendments, of the

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solicitation and acknowledgement shall be included in each copy of your offer submitted in accordance with provision 52.212-1(b), Instructions to Offerors--Commercial Items, of the solicitation.

3. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0008 ***

1. The purpose of this Amendment 0008, to solicitation W56HZV-12-R-0057 is a proposal modification to:

Attachment 0001: Section 3.3

FROM: Industrial quality tools. All components supplied with this set shall be industrial quality.

TO: Industrial quality tools. All components supplied with this set shall be industrial quality with the exception of those items required to be manufactured in accordance with Army Drawings (3.5.9, 3.5.41, 3.5.88, 3.5.89 and 3.5.90).

2. Attachment 0002: Remove duplicate cell titled "Total Warranty Website Replacement Price List Sheet Evaluated Price".

3. Change Section L.3.2 of the solicitation to reference paragraph 3.5.94 of the DFP instead of paragraphs 4.2.1 through 4.2.1.22.

4. Change Section L.4 (a) of the solicitation to state all cells of Attachment 0004 must be completed. If individual pricing is not applicable, a value of \$0 must be entered in the cell.

5. Change the solicitation close date:

FROM: 18 July 2012

TO: 28 December 2012

6. Offerors are requested to resubmit the following portions of its proposal: Attachment 0002 Price Evaluation Sheet, Attachment 0004 Replacement and Warranty Spreadsheet and L.3.2 Subfactor 2 Tool Layout based on the above changes.

7. Offerors are required to acknowledge this amendment in accordance with provision 52.214-4000, Acknowledgement of Amendments, of the solicitation and acknowledgement shall be included in each copy of your offer submitted in accordance with provision 52.212-1 (b), Instructions to Offerors-Commercial Items, of the solicitation.

8. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0009 ***

1. The purpose of this Amendment 0009, to solicitation W56HZV-12-R-0057 is a proposal modification to:

FROM: Change the solicitation close date from 18 July 2012 to 28 December 2012

TO: Proposal Modifications are due 28 December, 2012.

2. Offerors are required to acknowledge this amendment in accordance with provision 52.214-4000, Acknowledgement of Amendments, of the solicitation and acknowledgement shall be included in each copy of your offer submitted in accordance with provision 52.212-1 (b), Instructions to Offerors-Commercial Items, of the solicitation.

3. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0010 ***

1. The purpose of this Amendment 0010, to solicitation W56HZV-12-R-0057 is a proposal modification to:

Extend the proposal modification date

FROM: 28 December 2012

TO: 04 January 2013

2. Offerors are required to acknowledge this amendment in accordance with provision 52.214-4000, Acknowledgement of Amendments, of the

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solicitation and acknowledgement shall be included in each copy of your offer submitted in accordance with provision 52.212-1 (b), Instructions to Offerors-Commercial Items, of the solicitation.

3. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0011 ***

1. The purpose of this Amendment 0011, to solicitation W56HZV-12-R-0057 is a proposal modification to:

Extend the proposal modification date

FROM: 4 January 2013

TO: 17 January 2013

2. Offerors are required to acknowledge this amendment in accordance with provision 52.214-4000, Acknowledgement of Amendments, of the solicitation and acknowledgement shall be included in each copy of your offer submitted in accordance with provision 52.212-1 (b), instructions of Offerors-Commercial Items, of the solicitation.

3. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0012 ***

1. The purpose of this Amendment 012, to solicitation W56HZV-12-R-0057 is a proposal modification to:

Extend the proposal modification date

FROM: 17 January 2013

TO: 28 January 2013

2. Offerors are required to acknowledge this amendment in accordance with provision 52.214-4000, Acknowledgement of Amendments, of the solicitation and acknowledgement shall be included in each copy of your offer submitted in accordance with provision 52.212-1 (b).

3. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0013 ***

1. The purpose of this Amendment 0013, to solicitation W56HZV-12-R-0057 is a proposal modification to:

Change the solicitation close date

FROM: 28 January 2013

TO: 6 February 2013

2. Offerors are required to acknowledge this amendment in accordance with provision 52.212-4000. Amendments, of the solicitation and acknowledgement shall be included in each copy of your offer submitted in accordance with provision 52.212-1 (b).

3. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0014 ***

The purpose of this Amendment 0014, to solicitation W56HZV-12-R-0057 is a proposal modification to:

1. Update Attachment 0004, Replacement and Warranty Spreadsheet to remove the following items as individual pricing is not available:

3.5.4-13: Case

3.5.31-1: External Retaining Ring Pliers

3.5.31-2: Internal Retaining Ring Pliers

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- 3.5.31-7: Case
- 3.5.86-1: Spanner Wrench, 9/16 inch
- 3.5.86-2: Spanner Wrench, 15/16 inch
- 3.5.86-3: Spanner Wrench, 1-1/4 inch
- 3.5.86-4: Spanner Wrench, 1-7/16 inch
- 3.5.86-5: Spanner Wrench, 1-5/8 inch
- 3.5.86-6: Spanner Wrench, 1-13/16 inch

2. Change Section L .4 (a) of the solicitation

FROM: Replacement item costs shall be included in the evaluation for award purposes. Offerors shall submit a spreadsheet (Attachment 0004)

containing the following information for the warranty web site program: manufacturer, part number, unit price, and type of warranty (Greater Than the Brand Name Warranty; Equal to Brand Name, Manufacturers Warranty; Equal to Brand Name, No Warranty; Equal to Brand Name, Lifetime Warranty). The offeror shall provide a unit price for a quantity of 1 for each component listed in Attachment 0004 to include prices for up to five years. All cells of Attachment 0004 shall be completed. If individual pricing is not applicable, a value of \$0 shall be entered in the cell. The offeror shall sum the total price for all components over 5 years and provide this as a lump sum for CLIN 0003 on the applicable Price Evaluation Sheet. See Attachment 0002. Transportation costs (Continental United States ONLY) shall be incorporated into the proposed unit prices.

TO: Replacement item costs shall be included in the evaluation for award purposes. Offerors shall submit a spreadsheet (Attachment 0004)

containing the following information for the warranty web site program: manufacturer, part number, unit price, and type of warranty (Greater Than the Brand Name Warranty; Equal to Brand Name, Manufacturers Warranty; Equal to Brand Name, No Warranty; Equal to Brand Name, Lifetime Warranty). The offeror shall provide a unit price for a quantity of 1 for each component listed in Attachment 0004 to include prices for up to five years. All cells of Attachment 0004 shall be completed. In accordance with clause 52.212-4003, the offeror must provide the total quantity of the items in this solicitation. The offeror shall sum the total price for all components over 5 years and provide this as a lump sum for CLIN 0003 on the applicable Price Evaluation Sheet. See Attachment 0002. Transportation costs (Continental United States ONLY) shall be incorporated into the proposed unit prices.

3. Change the solicitation close date

FROM: 06 February 2013

TO: 13 February 2013

4. Offerors are required to acknowledge this amendment in accordance with provision 52.212-4000. Amendments, of the solicitation and acknowledgement shall be included in each copy of your offer submitted in accordance with provision 52.212-1 (b).

5. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0015 ***

Name of Offeror or Contractor: APEX TOOL GROUP, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>THIS IS A FIRM FIXED PRICE (FFP), FIVE YEAR REQUIREMENTS TYPE CONTRACT. CONTRACT DATA REQUIREMENTS (CDRLs) SHALL BE SEPARATELY PRICED UNLESS NSP IS INDICATED. ***** THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT: BASIC CONTRACT ORDERING PERIOD FIRST ORDERING PERIOD IS THE DATE OF BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD. SECOND ORDERING PERIOD IS 365 DAYS AFTER DATE OF BASIC CONTRACT AWARD THROUGH 729 DAYS AFTER BASIC CONTRACT AWARD. THIRD ORDERING PERIOD IS 730 DAYS AFTER BASIC CONTRACT AWARD THROUGH 1,094 DAYS AFTER BASIC CONTRACT AWARD. FOURTH ORDERING PERIOD IS 1,095 DAYS AFTER BASIC CONTRACT AWARD THROUGH 1,459 DAYS AFTER BASIC CONTRACT AWARD. FIFTH ORDERING PERIOD IS 1,460 DAYS AFTER BASIC CONTRACT AWARD THROUGH 1,824 DAYS AFTER BASIC CONTRACT AWARD. NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING PERIOD IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE OF THE ORDER DOES NOT DETERMINE THE ORDERING PERIOD. ***** SUPPLIES OR SERVICES AND PRICES/COSTS: IN THE FOUR DIGIT ITEM NUMBERS (CLINs) THAT FOLLOW, THE NUMBERING SYSTEM USED IS AS FOLLOWS: THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS ITEM ONE FOR THE FIRST ORDERING YEAR, 0012 IS ITME ONE FOR THE SECOND ORDERING YEAR, ITEM 0013 IS ITEM ONE FOR THE THIRD ORDERING YEAR, ETC. ***** THE INFORMATION PRESENTED ABOVE APPLIES TO EACH PRODUCTION CLIN AS FOLLOWS: 0011AA, 0012AA, 0013AA, 0014AA AND 0015AA ELECTRONIC SYSTEM MAINTENANCE TOOL KIT (ESMTK) ESTIMATED 5-YEAR QUANTITY: 600 THIS QUANTITY IS AN ESTIMATE ONLY AND DOES NOT BIND THE GOVERNMENT. ***** THE INFORMATION PRESENTED ABOVE ALSO APPLIES TO EACH WARRANTY AND REPLACEMENT TOOL CLIN AS FOLLOWS: 0031AA, 0032AA, 0033AA, 0034AA AND 0035AA ESMTK WARRANTY AND REPLACEMENT TOOLS *****</p> <p style="text-align: center;">(End of narrative A001)</p> <p>ORDERING YEAR ONE - PRODUCTION QUANTITY</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0022 MOD/AMD

Name of Offeror or Contractor: APEX TOOL GROUP, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0011AA	<p><u>ORDERING YEAR ONE - PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price PSC: 5180</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>39</td> <td>\$4,349.10</td> </tr> <tr> <td>40</td> <td>79</td> <td>\$4,341.49</td> </tr> <tr> <td>80</td> <td>120</td> <td>\$4,327.17</td> </tr> </tbody> </table> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE 52.211-4517 FOR PKG REQUIREMENTS LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>	FROM	TO	UNIT PRICE	1	39	\$4,349.10	40	79	\$4,341.49	80	120	\$4,327.17			See Range Pricing	
FROM	TO	UNIT PRICE															
1	39	\$4,349.10															
40	79	\$4,341.49															
80	120	\$4,327.17															
0012	ORDERING YEAR TWO - PRODUCTION QUANTITY																
0012AA	<p><u>ORDERING YEAR TWO - PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price PSC: 5180</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>39</td> <td>\$4,523.06</td> </tr> <tr> <td>40</td> <td>79</td> <td>\$4,515.15</td> </tr> <tr> <td>80</td> <td>120</td> <td>\$4,500.26</td> </tr> </tbody> </table> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE 52.211-4517 FOR PKG REQUIREMENTS LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>	FROM	TO	UNIT PRICE	1	39	\$4,523.06	40	79	\$4,515.15	80	120	\$4,500.26			See Range Pricing	
FROM	TO	UNIT PRICE															
1	39	\$4,523.06															
40	79	\$4,515.15															
80	120	\$4,500.26															
0013	ORDERING YEAR THREE - PRODUCTION QUANTITY																

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0022 MOD/AMD

Name of Offeror or Contractor: APEX TOOL GROUP, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0013AA	<p><u>ORDERING YEAR THREE - PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price PSC: 5180</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>39</td> <td>\$4,703.99</td> </tr> <tr> <td>40</td> <td>79</td> <td>\$4,695.76</td> </tr> <tr> <td>80</td> <td>120</td> <td>\$4,680.27</td> </tr> </tbody> </table> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE 52.211-4517 FOR PKG REQUIREMENTS LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>	FROM	TO	UNIT PRICE	1	39	\$4,703.99	40	79	\$4,695.76	80	120	\$4,680.27			See Range Pricing	
FROM	TO	UNIT PRICE															
1	39	\$4,703.99															
40	79	\$4,695.76															
80	120	\$4,680.27															
0014	<p>ORDERING YEAR FOUR - PRODUCTION QUANTITY</p>																
0014AA	<p><u>ORDERING YEAR FOUR - PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price PSC: 5180</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>39</td> <td>\$4,892.15</td> </tr> <tr> <td>40</td> <td>79</td> <td>\$4,883.59</td> </tr> <tr> <td>80</td> <td>120</td> <td>\$4,867.48</td> </tr> </tbody> </table> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE 52.211-4517 FOR PKG REQUIREMENTS LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>	FROM	TO	UNIT PRICE	1	39	\$4,892.15	40	79	\$4,883.59	80	120	\$4,867.48			See Range Pricing	
FROM	TO	UNIT PRICE															
1	39	\$4,892.15															
40	79	\$4,883.59															
80	120	\$4,867.48															

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0022 MOD/AMD

Name of Offeror or Contractor: APEX TOOL GROUP, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0015	ORDRING YEAR FIVE - PRODUCTION QUANTITY																
0015AA	<p><u>ORDRING YEAR FIVE - PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price PSC: 5180</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>FROM</u></th> <th style="text-align: left;"><u>TO</u></th> <th style="text-align: left;"><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>39</td> <td>\$5,087.83</td> </tr> <tr> <td>40</td> <td>79</td> <td>\$5,078.93</td> </tr> <tr> <td>80</td> <td>120</td> <td>\$5,062.18</td> </tr> </tbody> </table> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE 52.211-4517 FOR PKG REQUIREMENTS LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	39	\$5,087.83	40	79	\$5,078.93	80	120	\$5,062.18			See Range Pricing	
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>															
1	39	\$5,087.83															
40	79	\$5,078.93															
80	120	\$5,062.18															
0021	PRODUCT VERIFICATION ASSET																
0021AA	<p><u>PRODUCT VERIFICATION ASSET</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price PSC: 5180</p> <p>The ESMTK used to conduct Product Verification will be referenced as the Product Verification Asset (PVA). The PVA will become the property of the Government upon completion and approval of Product Verification.</p> <p style="text-align: center;">(End of narrative C001)</p> <p><u>Packaging and Marking</u> See Section D for Packaging Requirements.</p> <p style="text-align: center;">(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>			\$ 4,349.10000													

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0022 MOD/AMD

Name of Offeror or Contractor: APEX TOOL GROUP, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FOB POINT: Destination</p> <p>Shipment MUST arrive before 3pm Monday through Friday (7am - 3pm).</p> <p>Shipper MUST call ahead with estimated arrival so someone can meet them at the building.</p> <p>Beth Tabler: 586-239-3683 Or Front Office: 586-239-3682</p> <p>(End of narrative F001)</p>				
0022	<p><u>DATA ITEMS</u></p> <p>Technical Data as set forth in Contract Data Requirements List (DD Form 1423) herinafter referred to as Exhibits A and B, attached.</p> <p>(End of narrative A001)</p>				
A001	<p><u>DIGITAL PHOTOS</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Digital Photos in accordance with Exhibit A - CDRL A001 and the Statement of Work (SOW) for digital images, located in Section C.</p> <p>FOB POINT: Destination</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	1	LO		\$ 500.00
A003	<p><u>PRODUCT VERIFICATION TEST REPORT</u></p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Product Verification Test report is in accordance with Exhibit B - CDRL A003 and Section 4 of DFP 622 Rev H.</p>				\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0022 MOD/AMD

Name of Offeror or Contractor: APEX TOOL GROUP, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001)				
0031	ORDERING YEAR ONE - WARRANTY AND REPLACEMENT TOOLS				
0031AA	ORDERING YEAR ONE - WARRANTY AND REPLACEMENT TOOLS CLIN CONTRACT TYPE: Firm Fixed Price PSC: 5180 See Attachment 0004 for appropriate Ordering Year Pricing. (End of narrative B001) <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE 52.211-4517 FOR PKG REQUIREMENTS LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination			\$ ** N/A **	\$ ** N/A **
0032	ORDERING YEAR TWO - WARRANTY AND REPLACEMENT TOOLS				
0032AA	ORDERING YEAR TWO - WARRANTY AND REPLACEMENT TOOLS CLIN CONTRACT TYPE: Firm Fixed Price PSC: 5180 See Attachment 0004 for appropriate Ordering Year Pricing. (End of narrative B001) <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS:			\$ ** N/A **	\$ ** N/A **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0022 MOD/AMD

Name of Offeror or Contractor: APEX TOOL GROUP, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SEE 52.211-4517 FOR PKG REQUIREMENTS LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination				
0033	<u>ORDERING YEAR THREE - WARRANTY AND REPLACEMENT TOOLS</u>				
0033AA	<u>ORDERING YEAR THREE - WARRANTY AND REPLACEMENT TOOLS</u> CLIN CONTRACT TYPE: Firm Fixed Price PSC: 5180 See Attachment 0004 for appropriate Ordering Year Pricing. (End of narrative B001) <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE 52.211-4517 FOR PKG REQUIREMENTS LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination			\$ ** N/A **	\$ ** N/A **
0034	<u>ORDERING YEAR FOUR - WARRANTY AND REPLACEMENT TOOLS</u>				
0034AA	<u>ORDERING YEAR FOUR - WARRANTY AND REPLACEMENT TOOLS</u> CLIN CONTRACT TYPE: Firm Fixed Price PSC: 5180 <u>Packaging and Marking</u>			\$ ** N/A **	\$ ** N/A **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0022 MOD/AMD

Name of Offeror or Contractor: APEX TOOL GROUP, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PACKAGING/PACKING/SPECIFICATIONS: SEE 52.211-4517 FOR PKG REQUIREMENTS LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination				
0035	<u>ORDERING YEAR FIVE - WARRANTY AND REPLACEMENT TOOLS</u>				
0035AA	<u>ORDERING YEAR FIVE - WARRANTY AND REPLACEMENT TOOLS</u> CLIN CONTRACT TYPE: Firm Fixed Price PSC: 5180 See Attachment 0004 for appropriate Ordering Year Pricing. (End of narrative B001)			\$ ** N/A **	\$ ** N/A **
	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE 52.211-4517 FOR PKG REQUIREMENTS LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination				

Name of Offeror or Contractor: APEX TOOL GROUP, LLC

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
DESCRIPTION FOR PURCHASE (DFP)

1. See DFP 622H - ATTACHMENT 0001 for all requirements for the Electronic System Maintenance Tool Kit.

STATEMENT OF WORK (SOW) - DIGITAL PHOTOS.

1. PURPOSE: This Statement of Work (SOW) is applicable to the delivery by the contractor of digital images of tool set/kit components and the overall set/kit as provided within the solicitation/contract. The intent of this SOW is to obtain digital images of the Electronic System Maintenance Tool Kit to post on the PM SKOT Warranty Website.

2. APPLICABLE DOCUMENTS: Description for Purchase (DFP) 622
Electronic Systems Maintenance Tool Kit (ESMTK).

3. REQUIREMENTS:

3.1. Individual Component Images: The contractor shall provide digital images of each component that is specified within the component list of the DFP unless a specific component is exempted in the solicitation/contract. The digital images shall be of a sufficient resolution and quality that they can be clearly viewed on a government prepared web site. The file shall be a .jpeg format. The filename of each image shall be the Part Number of that individual tool with the .jpeg extension.

3.2. Set/Kit Images: The contractor shall provide a total of one (1) digital image of every item listed in Table 1, Components, of the DFP. The images shall be of sufficient resolution and quality that it can be clearly viewed on a government owned web site. The digital images shall be a .jpeg format.

3.3. The contractor shall provide copyright release letters to the Procuring Contracting Officer (PCO) and the System Acquisition Specialist (SAS) along with the digital images or before the date the digital images are to be delivered. The signed copyright release letter shall give the Government the unconditional right to reproduce and use all of the digital information provided within this SOW.

3.4. Delivery: The contractor shall provide Digital Photos to the Government 30 days after Product Verification test approval. The Government will review the Digital images and provide feedback to the contractor within 15 days of receipt of all digital images. The contractor shall incorporate the Governments recommended changes into the digital images and resubmit to the Government NLT 15 days after the receipt of the Governments recommended changes. The contractor shall provide two copies of the digital images to the Government: One copy shall be delivered to the PCO, the second copy shall be provided to the SAS. Both copies shall be on a CD ROM with paper copyright release letters.

4.0. QUALITY ASSURANCE PROVISIONS: The contractor shall assume full responsibility to assure the digital images are of sufficient quality and in the proper format. The PCO may reject any images that are blurred, too dark, too light or of otherwise poor quality. In the event images are rejected, the contractor shall bear the responsibility to provide new images at no additional cost to the government within the timeframe set forth in paragraph 3.4.

5.0. INTENDED USE: The intent of this SOW is to obtain digital images of individual components for posting on the PM SKOT Warranty Web site.

5.1 CDRL: Contract Data Requirements List. The solicitation/contract will have a separate data item CLIN for this digital image requirement so that this cost doesnt become a hidden cost

5.2. Copyright Release Letter: The contractor shall provide copyright release letters along with the digital photos or before the date the digital images are to be delivered; the letters shall state that all digital photos required by CDRL A001 may be used and distributed in a public forum.

*** END OF NARRATIVE C0002 ***

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

The following Xd item applies to this solicitation:

[X] 1. There is no Technical Data Package (TDP) included with this solicitation.

Name of Offeror or Contractor: APEX TOOL GROUP, LLC

[] 2. This solicitation contains one or more web-located TDPs. If multiple Contract Line Item Numbers (CLINS) are listed below, each one will have its own URL just under the CLIN listing. The URL will take you to that CLINs Web-located TDP. To access the TDP, you will have to copy or type the links URL to your web browser address bar at the top of the screen.

Note: To copy a link from a .pdf file, click on the Text Select Tool, then highlight the URL, copy and paste it into your browser, and hit the Enter key.

CLIN: NA

TDP Link (URL): NA

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

To access the data through FBO:

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

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

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

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

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

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

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

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

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

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

[End of clause]

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

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PIIN/SIIN W56HZV-14-D-0022

MOD/AMD

Name of Offeror or Contractor: APEX TOOL GROUP, LLC

PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-4517 (TACOM)	PACKAGING REQUIREMENTS (COMMERCIAL)	DEC/2007

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

QUANTITY PER UNIT PACKAGE: 1

(1) Packaging: Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements. It also provides for multiple handling, redistribution and shipment by any mode.

(2) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(3) Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

(4) Cushioning: Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(b) Unit Package: A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

(c) Unit Package Quantity: Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

(d) Intermediate Package: Intermediate packaging is required whenever one or more of the following conditions exists:

- (1) The quantity is over one (1) gross of the same national stock number,
- (2) Use enhances handling and inventorying,
- (3) The exterior surfaces of the unit pack is a bag of any type, regardless of size,
- (4) The unit pack is less than 64 cubic inches,
- (5) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(e) Packing:

(1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(2) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

(f) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

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MOD/AMD

Name of Offeror or Contractor: APEX TOOL GROUP, LLC

(g) Marking:

(1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 4, dated 19 Sep 2007, including bar coding and Military Shipment Label (MSL). The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see <http://www.acq.osd.mil/log/rfid/index.htm> for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

(h) Hazardous Materials (As applicable):

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

(2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

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

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

(4) A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(i) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an accredited agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking: Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM-15 and be marked with an ALSC approved dunnage stamp, marked at two foot intervals (in the case of dunnage shorter than 2 feet, each piece must still have the mark present). Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(j) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

(k) SUPPLEMENTAL INSTRUCTIONS: Refer to DFP 622H

[End of Clause]

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MOD/AMD

Name of Offeror or Contractor: APEX TOOL GROUP, LLC

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.246-4534 TACOM LCMC (RI)	PERFORMANCE VERIFICATION TESTING (CONTRACTOR FACILITY)	DEC/1997
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(a) Subsequent to completion of both contractor and Government inspection/verification actions, a test sample consisting of 4 kits each and material to be tested in accordance with DFP 622C prior to full up production beginning, IAW DFP 622D paragraph 4.2.1.12, the contractor will offer 4 kits for stackability requirements.

(b) The test shall be conducted at the contractor's facility. A copy of the contractor's inspection/test results shall be provided with the test sample. The contractor shall notify the Contracting Officer in writing at least 15 calendar days prior to initiation of the (each) test. The contractor shall also provide a copy of such notification to the Contracting Officer and to the QAR.

(c) The test sample shall be examined and/or tested in accordance with the DFP 622D.

(d) Within 15 days after completion of the test, the Contracting Officer (or designated representative) shall provide notification to the Contractor as to the approval, disapproval, or conditional approval of the performance verification test. Unless authorized by the Contracting Officer, the lot from which the test sample was taken shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the Performance Verification Test samples have been approved/conditionally approved.

(e) If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the performance Verification Test sample within the time specified above, the Contracting Officer shall, if applicable, equitably adjust the delivery/performance dates and/or contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.

(f) If any test sample fails to meet any applicable contractual requirement, the lot or batch from which the test sample was drawn shall be considered to be rejected. The contractor shall take immediate corrective action, both to correct the deficiency/nonconformance and to prevent recurrence of the deficiency/nonconformance. Such corrective action shall be taken by the contractor at no increase in contract price. Such corrective action shall apply to all items (to include basic issue items and/or repair parts) either in-process of final assembly, which have been produced or are in production since the last successful Performance Verification Test. In addition, the provisions of any warranty clause contained in the contract shall apply. Upon completion of the corrective action, the contractor shall resubmit a sample for Performance Verification testing. Any and all costs associated with testing the additional Performance Verification Test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with the additional testing resulting from failure of the test sample to meet the applicable contractual requirements.

(g) If the contractor fails to deliver any Performance Verification test sample within the time specified, or if the test sample is disapproved and an acceptable replacement is not provided within the time specified, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(h) Unless otherwise specified, the initial production/confirmatory test units shall be considered to be destructively tested. At the Contracting Officer's discretion, the initial production/confirmatory test units, and any unused repair parts, may be returned to the contractor for refurbishing, and may subsequently be shipped as deliverable items under the terms of the contract. Any refurbished test units shall meet all contract requirements; inspection and acceptance of any refurbished test units shall be conducted in accordance with contract requirements. Any costs to refurbish the test units shall be subject to negotiation between the contracting Officer and the contractor.

(ES6041)

(End of Clause)

2	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
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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: Apex Tool Group, LLC 65LN0
(Name) (CAGE)

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MOD/AMD

Name of Offeror or Contractor: APEX TOOL GROUP, LLC

1000 Lufkin Road, Apex NC 27539
(Address) (City) (State) (Zip)

ACCEPTANCE POINT: Apex Tool Group, LLC 65LN0
(Name) (CAGE)

1000 Lufkin Road, Apex NC 27539
(Address) (City) (State) (Zip)

[End of Clause]

3 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL
TACOM RI

MAY/1994

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(ES7012)

(End of Clause)

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MOD/AMD

Name of Offeror or Contractor: APEX TOOL GROUP, 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	52.247-34	F.O.B. DESTINATION	NOV/1991
4	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
5	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2013) -- ALTERNATE I (DEC 2011)	DEC/2011
6	252.211-7006	PASSIVE RADIO FREQUENCY IDENTIFICATION	SEP/2011

(a) Definitions. As used in this clause--

"Advance shipment notice" means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

"Bulk commodities" means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

"Case" means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

"Electronic Product Code\TM\ (EPC)" means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC\TM\ data consists of an EPC\TM\ (or EPC\TM\ identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC\TM\ tags. In addition to this standardized data, certain classes of EPC\TM\ tags will allow user-defined data. The EPC\TM\ Tag Data Standards will define the length and position of this data, without defining its content.

"EPCglobal" means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

"Exterior container" means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

"Palletized unit load" means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

"Passive RFID tag" means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal\TM\ Class 1 Generation 2 standard.

"Radio frequency identification (RFID)" means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

"Shipping container" means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that--

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(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, APl.1.11:

(A) Subclass of Class I--Packaged operational rations.

(B) Class II--Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP--Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV--Construction and barrier materials.

(E) Class VI--Personal demand items (non-military sales items).

(F) Subclass of Class VIII--Medical materials (excluding pharmaceuticals, biologicals, and reagents--suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX--Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at <http://www.acq.osd.mil/log/rfid/> or to--

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to--

(B) The following location(s) deemed necessary by the requiring activity:

Contract line, subline, or exhibit line item number	Location name	City	State	DoDAAC
CLIN's 0011AA-0015AA	Letterkenny	Chambersburg,	PA	W90CGJ

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall--

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC\TM\ Tag Data Standards in effect at the time of contract award. The EPC\TM\ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal\TM\ subscriber and possesses a unique EPC\TM\ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC\TM\ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1) of this clause.

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic

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Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

7 52.242-4457 DELIVERY SCHEDULE FOR DELIVERY ORDERS SEP/2008
(TACOM)

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

(c) The Government requires deliveries according to the following schedule on all orders:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

(i) If FAT is required, start deliveries NA days after the delivery order date; or

(ii) If FAT is not required or FAT is waived, start deliveries 120 days after delivery order date.

(iii) You will deliver 40 units every thirty days.

(iv) You can deliver more units every thirty days at no additional cost to the government.

(d) Accelerated delivery schedule is acceptable.

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

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

(i) If FAT is required, deliveries will start ___ days after the delivery order date; or

(ii) If FAT is not required or FAT is waived, deliveries will start ___ days after delivery order date.

[End of clause]

8 52.247-4009 DELIVERY OF SUPPLIES FROM FOREIGN FIRMS TO U.S. PORT OF ENTRY AUG/2003
(TACOM)

This clause applies only to foreign firms when shipments are required to destinations within the Continental United States (CONUS).

(1) The F.O.B. point for this acquisition is DESTINATION. You must arrange and pay for (i) transportation to the U.S. port of entry, (ii) port handling, (iii) customs clearance, and (iv) all transportation from the port of entry to the consignee(s) listed in this solicitation.

(2) Acceptance will be at destination if the awardee is an OCONUS (Outside Continental United States) foreign firm.

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Name of Offeror or Contractor: APEX TOOL GROUP, LLC

(3) Identification of shipment. The Contractor must insure that all shipments be clearly marked in accordance with MIL-STD-129 and other marking requirements specified in the Schedule. The Duty-Free Entry clauses in this contract contain instructions on the documentation required to accompany the shipment for duty-free entry.

(4) Notification of Shipment. The Contractor shall send electronic notification to the Procuring Contracting Officer (PCO) when shipment is made, which includes the following information:

(i) Mode of transportation, carrier, bill of lading number, customs broker (if any), and estimated time of arrival of materiel at OCONUS port authority

(ii) Mode of transportation, carrier, bill of lading number, and estimated dates for pick-up from CONUS port authority and delivery to final destination.

(5) You assume all responsibility for risk of loss or damage to the supplies until received at the destination. See the clause entitled RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16).

[End of Clause]

9	52.247-4017 (TACOM)	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES			NOV/2009
Rail/ Motor <u>SPLC*</u>	MILSTRIP Address <u>Code</u>	Rail <u>Ship To:</u>	Motor <u>Ship To:</u>	Parcel Post <u>Mail To:</u>	
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001	

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130	
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021	
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150	
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000	
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003	

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***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

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Name of Offeror or Contractor: APEX TOOL GROUP, LLC

CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
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1	252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013
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(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

(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).

Combo

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

Apex Tool Group, LLC
14600 York Road, Suite A
Sparks, MD 21152
Cage: 636D0

(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	See 52.232-4087 in Section G
Issue By DoDAAC	See 52.232-4087 in Section G
Admin DoDAAC	See 52.232-4087 in Section G
Inspect By DoDAAC	See 52.232-4087 in Section G
Ship To Code	See 52.232-4087 in Section G
Ship From Code	See 52.232-4087 in Section G
Mark For Code	See 52.232-4087 in Section G
Service Approver (DoDAAC)	See 52.232-4087 in Section G
Service Acceptor (DoDAAC)	See 52.232-4087 in Section G
Accept at Other DoDAAC	See 52.232-4087 in Section G
LPO DoDAAC	Not Applicable

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DCAA Auditor DoDAAC See 52.232-4087 in Section G
 Other DoDAAC(s) See 52.232-4087 in Section G

(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.

N/A

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

(End of clause)

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

H.1 WARRANTY:

(a) The warranty period for items identified as requiring a warranty in the Description For Purchase shall start from the day that the item is shipped to the soldier (if the Contractor is shipping the item directly to the soldier) or the day that the item is shipped from the depot to the soldier.

(b) The Contractor shall utilize the PM-SKOT Warranty Web site to process warranty claims covered under this contract.

(c) Within two (2) business days of a claim submitted under the web site, the Contractor shall:

i. Execute and forward a Warranty Determination to the PM-SKOT Warranty Administrator *HYPERLINK "mailto:USARMY.DETROIT.PEO-CS-CSS.MAIL.PM-SKOT@MAIL.MIL" USARMY.DETROIT.PEO-CS-CSS.MAIL.PM-SKOT@MAIL.MIL. Warranty Determinations shall indicate the basis for coverage or non-coverage.

ii. Ship the replacement item at no additional cost to the Government if the Contractor determines the warranty claim is valid.

iii. Deny the warranty claim if the Contractor determines the item is not covered under warranty, i.e., the warranty term has expired.

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- iv. Obtain Contracting Officer approval and funding authorization if the item is not covered under warranty.
- (d) Under the PM-SKOT Warranty Web Site program, if the Contractor wishes to have the broken/damaged item returned to any location, it will be at the Contractors expense.
- (e) Subject to the Disputes Clause of this contract, 52.233-1, the Contracting Officer reserves the right to review and reject Warranty Determinations of non-coverage and deny payment (or reverse credit card transactions) relative to such determinations.
- (f) The Contractor shall monitor the commercial availability of the components provided under this contract to ensure that identical replacement components or approved substitutions (by the Contracting Officer) are readily available to meet delivery requirements. This would not allow utilizing refurbished parts in accordance with clause 52.211-4047, NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL, of the contract.
- (g) The Contractor shall communicate to the product users the identity of warranted items via a placard or data plate permanently attached inside the container/tool box. This can be accomplished by attaching either a new placard/data plate or revising the existing one with the PM SKOT information as shown below. The placard/data plate shall include the date of manufacture. Warranty claim contact information for the soldier is as follows:
- Enter Warranty Claims at
- Website: <https://pmskot.army.mil>
Or
Toll Free: 1-877-4-PMSKOT
(1-877-476-7568)
DSN: 273-3667 / CM: 586-239-3667
Email: *HYPERLINK "mailto:USARMY.DETROIT.PEO-CS-CSS.MAIL.PM-SKOT@MAIL.MIL" USARMY.DETROIT.PEO-CS-CSS.MAIL.PM-SKOT@MAIL.MIL
- (h) DISPUTES. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights the Government may have under any other clause of the contract. Disputes arising under this clause will be resolved in accordance with the clause of this contract entitled "Disputes," 52.233-1.
- (i) REPLACEMENT COMPONENTS/ITEMS. As needed, the Government will order replacement components/items per the unit prices in the contract. The Government will not pay additional costs associated with the shipping of such items in the Continental United States since transportation costs (Continental United States only) are to be included in the unit prices of this contract in accordance with the solicitation requirements. When replacement components/items are purchased they shall be covered by the same warranty type as the components/items supplied as part of this kit. Any components/items furnished in replacement shall also be subject to the conditions of this clause and clause 52.212-4 of the contract to the same extent as supplies initially accepted.
- (j) In the event a tool is replaced due to non-availability, obsolete, etc., and the substitution is approved by the Contracting Officer, the Contractor shall update tool locators with the new pictures and send them to PM-SKOT Warranty Administrator *HYPERLINK "mailto:USARMY.DETROIT.PEO-CS-CSS.MAIL.PM-SKOT@MAIL.MIL" USARMY.DETROIT.PEO-CS-CSS.MAIL.PM-SKOT@MAIL.MIL within five (5) business days.

H.2 Warranty Website External Certification Authority

The Department of Defense (DOD) and the U.S. Army are enhancing customer identification security as part of an overall program to provide a stronger and more secure authentication process for accessing DOD information systems. As of 1 September 2011, the TACOM LCMC CIO/G-6 will meet this DOD mandate by requiring the use of a digital certificate for industry partners requiring access to the PM SKOT Warranty and Replacement website. The External Certification Authority (ECA) program supports the issuance of DOD-approved certificates to industry partners and other external entities and organizations that conduct business with the DOD. The ECA program is designed to provide a mechanism for these entities to securely communicate with the DOD and authenticate to DOD Information Systems. Additional information can be found at: <http://iase.disa.mil/pki/eca/>. If you currently have a Common Access Card, you will be able to access the PM SKOT Warranty and Replacement website without purchasing a certificate through the ECA program.

The ECA Certificates can be purchased through three sources: VeriSign, Operational Research Consultants (ORC), or Identrust. The following URLs provide additional information and links to purchase sources:

<https://eca.verisign.com/>
<http://www.eca.orc.com/>
<http://www.identrust.com/certificates/eca/index.html>

This ECA Certificate purchase information is provided as a convenience to our industry partners and does not constitute endorsement of

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particular commercial entities by the TACOM Life Cycle Management Command, Product Manager Sets, Kits, Outfits, and Tools (PM-SKOT), the United States Department of the Army, or the Department of Defense. We do not exercise any control over the information you may find at these sites or the security of these sites; responsibility for such remains with the individual companies represented.

*** END OF NARRATIVE H0001 ***

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CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
2	52.204-7	CENTRAL CONTRACTOR REGISTRATION	FEB/2012
3	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
4	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
5	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	JUL/2013
6	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
7	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
8	52.232-11	EXTRAS	APR/1984
9	52.232-17	INTEREST	OCT/2010
10	52.233-1	DISPUTES	JUL/2002
11	52.242-13	BANKRUPTCY	JUL/1995
12	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
13	52.248-1	VALUE ENGINEERING	OCT/2010
14	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
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	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
19	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
20	252.225-7013	DUTY-FREE ENTRY	OCT/2013
21	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	JUN/2013
22	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
23	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/2011
24	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
25	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
26	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
27	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
28	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	APR/2012

(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 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 (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for

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Debarment (DEC 2010) (31 U.S.C. 6101 note).

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

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

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

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

(11) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009)(15 U.S.C. 632(a)(2)).

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

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

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

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- (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 (Jan 2009). (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 (Mar 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 (Mar 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (Mar 2012) (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) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).
- (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (47) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- (48) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- (49) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).
- (50) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(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).

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(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 (Jan 2009).

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

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

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

(End of Clause)

29 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 2, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of 120;

(2) Any order for a combination of items in excess of 120; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

30 52.216-21 REQUIREMENTS OCT/1995

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MOD/AMD

Name of Offeror or Contractor: APEX TOOL GROUP, LLC

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Governments requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after Six and one-half (6 1/2) years after Contract Award.

(End of Clause)

31 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR MAR/2012
EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS

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

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

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

(1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) 252.203-7003, Agency Office of the Inspector General (SEP 2010) (section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (SEP 2011) (15 U.S.C. 637).

(5) 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) 252.225-7001, Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. 10a-10d, E.O. 10582).

(ii) Alternate I (OCT 2011) of 252.225-7001.

(7) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (Jan 2011) (10 U.S.C. 2533b).

(9) 252.225-7012, Preference for Certain Domestic Commodities (Jun 2010) (10 U.S.C. 2533a).

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- (10) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (Jun 2011) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12) ___ 252.225-7017, Photovoltaic Devices (MAR 2012) (Section 846 of Pub. L. 111-383).
- (13)(i) ___ 252.225-7021, Trade Agreements (JAN 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2011) of 252.225-7021.
- (iii) ___ Alternate II (OCT 2011) of 252.225-7021.
- (14) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2011) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2011) of 252.225-7036.
- (iii) ___ Alternate II (OCT 2011) of 252.225-7036.
- (iv) ___ Alternate III (OCT 2011) of 252.225-7036.
- (17) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) ___ 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) X 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) ___ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) X 252.227-7015, Technical Data--Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) X 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011) (10 U.S.C. 2321).
- (23) ___ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) ___ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (25) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (DEC 2010) (Section 1092 of Public Law 108-375).
- (26) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) ___ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).
- (28) ___ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (29)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) X Alternate I (MAR 2000) of 252.247-7023.
- (iii) ___ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ___ Alternate III (MAY 2002) of 252.247-7023.
- (30) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (31) ___ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

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

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

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

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

34 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

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

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

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

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

Warning

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

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

(End of Clause)

35 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon

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request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

36 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

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

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

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

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

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

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

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

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

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

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

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(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

38 252.223-7001 HAZARD WARNING LABELS DEC/1991

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

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

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

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)	ACT
_____	_____
_____	_____
_____	_____

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

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

(End of clause)

39 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:

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

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

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent

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from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

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

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

[End of Clause]

40 52.216-4021 REQUIREMENTS DEFINITION JUN/2005
 (TACOM)

"Supplies" as used in FAR 52.216-21, entitled Requirements, is hereby defined as new supplies. It does not include rebuilt or remanufactured items.

[End of Clause]

41 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_protege/)

or

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

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

[End of Clause]

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LIST OF ATTACHMENTS

Exhibit A and Exhibit B remain as they were in the solicitation.

Attachment 0001, DFP 622H remains the same as in the solicitation.

Attachment 0002 has changed

FROM: Price Evaluation Sheet

TO: Warranty Replacement Spreadsheet

Attachment 0003 has changed

FROM: SOW - Digital Photos

TO: Components List

*** END OF NARRATIVE J0001 ***

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	DIGITAL PHOTOS		001	DATA
Exhibit B	PRODUCT VERIFICATION TEST REPORT		001	DATA
Attachment 0001	DFP 622H		055	DATA
Attachment 0002	WARRANTY AND REPLACEMENT SPREADSHEET		001	DATA
Attachment 0003	COMPONENT LIST			

G. PREPARED BY/TITLE/OFFICE: Paul Calhoun
H. DATE: 28 March 2012

I. APPROVED: Dawn Carie
J. DATE: 28 March 2012

17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

G. PREPARED BY/TITLE/OFFICE:
H. DATE:

I. APPROVED BY/TITLE/OFFICE:
J. DATE:

PIIN/SIIN W56HZV-14-D-0022

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ATT/EXH ID Attachment 0002

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