

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. W56HZV-14-P-0083				2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2013DEC03		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA4	
6. ISSUED BY U.S. ARMY CONTRACTING COMMAND BARRY L JONES WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: BARRY.L.JONES2@US.ARMY.MIL				CODE W56HZV		7. ADMINISTERED BY (if other than 6) DCMA MUNITIONS & SUPPORT SYSTEMS - SPRINGFIELD BLDG 93, ARDEC PICATINNY NJ 07806-5000				CODE S3101A	
9. CONTRACTOR BRIGHTON CROMWELL LLC 111 CANFIELD AVE BLDG C 1-10 RANDOLPH, NJ 07869-1119				CODE 3NNX8		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)	
NAME AND ADDRESS								12. DISCOUNT TERMS		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED	
								13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15			
14. SHIP TO SEE SCHEDULE				CODE		15. PAYMENT WILL BE MADE BY DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266				CODE HQ0337	
										MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2	
16. TYPE OF ORDER	DELIVERY/ CALL	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.									
PURCHASE	<input checked="" type="checkbox"/>	Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation W56HZV13R0363, Dated _____, furnish the following on terms specified herein.									
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 2											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE CONTRACT ADMINISTRATION DATA											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT
		SEE SCHEDULE									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA TOD V. MILLER /SIGNED/ 2013DEC03 TOD.V.MILLER@US.ARMY.MIL (586)282-7243					25. TOTAL	\$59,400.00
					BY: CONTRACTING/ORDERING OFFICER					26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER		35. BILL OF LADING NO.	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER									
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-P-0083 MOD/AMD	Page 2 of 28
Name of Offeror or Contractor: BRIGHTON CROMWELL LLC		

SUPPLEMENTAL INFORMATION

Buyer Name: BARRY L JONES
 Buyer Office Symbol/Telephone Number: CCTA-HDB-T/(586)282-8456
 Type of Contract: Firm Fixed Price
 Kind of Contract: Supply Contracts and Priced Orders
 Type of Business: Other Small Business Performing in U.S.
 Surveillance Criticality Designator: C
 Weapon System: 14- to 20-ton Veh.,M915A2, M916A1, M1062

*** End of Narrative A0000 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.201-4000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON	APR/2011

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

[End of Provision]

The purpose of this amendment 0001 is to extend the closing date of the solicitation until Oct.24 2013.

*** END OF NARRATIVE A0001 ***

- 1) The purpose to Amendment 0002 to Solicitation W56HZV-13-R-0363 is to:
- 2) Extend closing from 24 October 2013 to 30 October 2013.
- 3) The new point of contact for solicitation W56HZV-13-R-0363 is as follows:

Barry Jones
 barry.l.jones65.civ@mail.mil
 586-282-8456

*** END OF NARRATIVE A0002 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-P-0083 MOD/AMD

Name of Offeror or Contractor: BRIGHTON CROMWELL LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0001	SUPPLIES OR SERVICES AND PRICES/COSTS PARTS KIT,FLUID PRE NSN: 4330-01-538-9923 FSCM: 19207 PART NR: 57K6008																																		
0001AA	<p><u>Production Quantity</u></p> <p>GENERIC NAME DESCRIPTION: PARTS KIT,FLUID PRE CLIN CONTRACT TYPE: Firm Fixed Price PRON: EH3V2844EH PRON AMD: 04 ACRN: AA AMS CD: SM2B1100000 PSC: 4330</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 57K6008</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE IN SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W56HZW3086301W</td> <td>W25G1U</td> <td>J</td> <td></td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>200</td> <td>01-JUN-2014</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W25G1U) SU W1BG DLA DISTRIBUTION DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 TO 134 NEW CUMBERLAND,PA,17070-5002</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-14-P-0083/0000</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W56HZW3086301W	W25G1U	J		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	200	01-JUN-2014				200	EA	\$ 297.00000	\$ 59,400.00
DOC	SUPPL																																		
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																														
001	W56HZW3086301W	W25G1U	J		2																														
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																	
001	200	01-JUN-2014																																	

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-14-P-0083 MOD/AMD

Name of Offeror or Contractor: BRIGHTON CROMWELL LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-14-P-0083/0000</p> <p>Reference Clause 52.247-4017 for potential destinations for CLIN 0002AA</p> <p>(End of narrative F002)</p>				

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

Page 6 of 28

PIIN/SIIN W56HZV-14-P-0083

MOD/AMD

Name of Offeror or Contractor: BRIGHTON CROMWELL LLC

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-4015 CONFIGURATION CONTROL - ENGINEERING CHANGES	DEC/2005

(a) DEFINITIONS:

(1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.

(2) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.

(3) Value Engineering Change Proposal (VECP). A proposal that --

(i) Requires a change to the instant contract; and

(ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --

(A) In deliverable end item quantities only;

(B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(C) To the contract type only.

(4) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request once you realize that you desire to deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.

(b) When will Army Contracting Command - Warren (DTA) start processing change requests? We won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.

(c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDD) which can be found at the following website: <http://contracting.tacom.army.mil/engr/engrchange.htm>. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.

(1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is NA.

(2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.

(3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:

(i) Files readable using these Microsoft 97 Office Products or later versions: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format).

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.

(iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.

(d) Submittal Procedures for ECPs/VECPs/RFDs.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-P-0083 MOD/AMD	Page 7 of 28
Name of Offeror or Contractor: BRIGHTON CROMWELL LLC		

- (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
- (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

Email a copy of the contractor's request and ACO comments (DD Form 1998) to the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155. Indicate end item application (if known) in subject line, along with the NSN and contract number.

(f) Approval of ECPs, VECPs and RFDs.

(1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.

(2) ECPs. Army Contract Command - Warren (DTA) will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.

(3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.

(g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. Army Contract Command - Warren (DTA) will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

(h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

(i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.

(j) Questions.

(1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).

(2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

2 52.211-4072 TECHNICAL DATA PACKAGE INFORMATION JUL/2012

The following Xd item applies to this solicitation:

- [] 1. There is no Technical Data Package (TDP) included with this solicitation.
- [X] 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:0001AA
TDP Link https://contracting.tacom.army.mil/TARDEC_TDPS/4330/015389923/EH3V2844EH/main.htm

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

To access the data through FBO:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-P-0083 MOD/AMD	Page 9 of 28
---------------------------	--	----------------------------

Name of Offeror or Contractor: BRIGHTON CROMWELL LLC

(TACOM)

One or more of the drawings for part of the contract item set forth in the Schedule and in the Technical Data Package specify manufacturer's part numbers. Since complete Government technical data for such part or parts are not available, it is understood that the Contractor, by accepting this contract, agrees to furnish only the listed manufacturer's part number(s) for those components of the contract item, except as provided in the provision entitled NOTICE REGARDING "SOURCE-CONTROLLED" COMPONENTS. (In Section L or near the end of this solicitation.) It is further understood and agreed that references to manufacturer's part numbers herein shall be deemed to include all changes or revisions thereto which the approved manufacturer has made effective as of the first date of delivery of any of the items under this contract; provided, that no change or revision that affects the interchangeability (ability to be interchanged with previous parts and to match with all mating parts when assembled) of the listed manufacturer's part shall be incorporated into the contract item without the prior written approval of the Procuring Contracting Officer.

[End of Clause]

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

Page 10 of 28

PIIN/SIIN W56HZV-14-P-0083

MOD/AMD

Name of Offeror or Contractor: BRIGHTON CROMWELL LLC

PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.211-4514 (TACOM)	PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)	DEC/2007

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the requirements in the specification/standard defined below.

(b) The following requirements shall apply:

- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: B
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECS./STANDARD: MIL-STD-2073-1D

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

(d) Marking:

(1) In addition to any special markings called out by the specification/standard above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, 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 material will not identify the nature of the material. NOTE: 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. 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.

(e) Heat Treatment and Marking of Wood Packaging Materials (MWP): 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 https://www.ippc.int/servlet/BinaryDownloaderServlet/133703_ISPM15_2002_with_Ann.pdf?filename=1152091663986_ISPM15_2002_with_Annex1_2006_E.pdf&refID=133703 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.

(f) 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) When applicable, 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:

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 11 of 28****PIIN/SIIN** W56HZV-14-P-0083**MOD/AMD****Name of Offeror or Contractor:** BRIGHTON CROMWELL LLC

- 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.

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.

(g) SUPPLEMENTAL INSTRUCTIONS:

UNIT PACKAGE WEIGHT (lbs): 60.0 UNIT PACKAGE CUBE (cubic feet): 6.667 UNIT PACKAGE SIZE (length x width x depth inches): 24.0 x 24.0 x 20.0

(End of Clause)

Name of Offeror or Contractor: BRIGHTON CROMWELL LLC

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
2	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
4	52.211-4029 (TACOM)	INTERCHANGEABILITY OF COMPONENTS	MAY/1994

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

- (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
- (2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

5	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
---	------------------------	--	----------

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

INSPECTION POINT:	Brightan Cromwell, LLC (Name)	3NNX (CAGE)			
	111 Canfield Ave Bldg C 1-10 (Address)	Randolph (City)	NJ (State)	07869-1119 (Zip)	

ACCEPTANCE POINT:	Brightan Cromwell, LLC (Name)	3NNX (CAGE)			
	111 Canfield Ave Bldg C 1-10 (Address)	Randolph (City)	NJ (State)	07869-1119 (Zip)	

[End of Clause]

6	52.246-4048 (TACOM)	DRAWINGS FOR INSPECTION	NOV/2012
---	------------------------	-------------------------	----------

When requested, the Contractor shall make available to the Government Inspector, the drawings, specifications and any applicable Engineering Exceptions associated to the drawings, to which the product was manufactured. Upon completion of product inspection and acceptance by the Government Inspector, all drawings, specifications and Engineering Exceptions, will be returned to the Contractor.

If the contractor is not the actual manufacturer of the item being procured (i.e. dealer, distributor, etc.) the contractor shall ensure that subcontractor drawings are available for review to support the Government's inspection requirements.

(End of Clause)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 13 of 28****PIIN/SIIN** W56HZV-14-P-0083**MOD/AMD**

Name of Offeror or Contractor: BRIGHTON CROMWELL LLC

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

Page 14 of 28

PIIN/SIIN W56HZV-14-P-0083

MOD/AMD

Name of Offeror or Contractor: BRIGHTON CROMWELL 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	52.242-15	STOP-WORK ORDER	AUG/1989
3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
4	52.247-34	F.O.B. DESTINATION	NOV/1991
5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
6	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2013) -- ALTERNATE I (DEC 2011)	DEC/2011
7	52.242-4022 (TACOM)	DELIVERY SCHEDULE	SEP/2008

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

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

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

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

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

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
0001AA	200	180

(d) Accelerated delivery schedule is acceptable.

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

(1) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD

(2) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 16 of 28
	PIIN/SIIN W56HZV-14-P-0083	MOD/AMD

Name of Offeror or Contractor: BRIGHTON CROMWELL LLC

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

***SPLC indicates Sandard 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]

Name of Offeror or Contractor: BRIGHTON CROMWELL LLC

CONTRACT ADMINISTRATION DATA

LINE	MIPR/	OBLG	JO NO/	ACRN	OBLIGATED
<u>ITEM</u>	<u>GFEB</u> <u>ATA</u>	<u>STAT</u>	<u>ACCT ASSIGN</u>	<u>ACRN</u>	<u>AMOUNT</u>
0001AA	EH3V2844EH	2		AA	\$ 59,400.00
	SM2B1100000				
TOTAL					\$ 59,400.00

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	OBLIGATED
<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>AMOUNT</u>
AA 97	X4930AC9D 6D 26FB S20113 W56HZV	\$ 59,400.00
TOTAL		\$ 59,400.00

<u>LINE</u>	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
0001AA	AA	97 0X0X4930AC9D S20113 6D0000SM2B110000026FB		S20113 W56HZV	
1		252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS		MAY/2013

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

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

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

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

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

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

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and
 - (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.
- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

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

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

Material Inspection and Receiving Report "Combo"

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

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

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-14-P-0083

MOD/AMD

Name of Offeror or Contractor: BRIGHTON CROMWELL LLC

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	W56HZV
Admin DoDAAC	S3101A
Inspect By DoDAAC	S3101A
Ship To Code	Refer to Delivery Schedule
Ship From Code	Refer to Inspection and Acceptance Points: Origin 52.246-4028
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

N/A

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

Refer to DCMA ACO assigned to this contract.

(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
---	-----------------------------	--	----------

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]

3	52.232-4087	PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)	AUG/2012
---	-------------	---	----------

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

The document type the contractor shall use is as follows:

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

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

Page 20 of 28

PIIN/SIIN W56HZV-14-P-0083

MOD/AMD

Name of Offeror or Contractor: BRIGHTON CROMWELL LLC

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.

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 21 of 28

PIIN/SIIN W56HZV-14-P-0083

MOD/AMD

Name of Offeror or Contractor: BRIGHTON CROMWELL LLC

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.202-1	DEFINITIONS	JAN/2012
2	52.203-3	GRATUITIES	APR/1984
3	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
4	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
5	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
6	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
7	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
8	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
9	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
10	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
14	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
15	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
16	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
17	52.219-3	NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD	NOV/2011
18	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
20	52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV/2011
21	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
22	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
23	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
24	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
25	52.222-26	EQUAL OPPORTUNITY	MAR/2007
26	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
28	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
29	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
30	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
31	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
32	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
33	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
34	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
35	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
36	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
37	52.227-3	PATENT INDEMNITY	APR/1984
38	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
39	52.232-1	PAYMENTS	APR/1984
40	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
41	52.232-11	EXTRAS	APR/1984
42	52.232-17	INTEREST	OCT/2010
43	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
44	52.232-25	PROMPT PAYMENT	JUL/2013
45	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
46	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
47	52.233-1	DISPUTES	JUL/2002
48	52.233-3	PROTEST AFTER AWARD	AUG/1996
49	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
50	52.242-13	BANKRUPTCY	JUL/1995
51	52.243-1	CHANGES--FIXED PRICE	AUG/1987
52	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
53	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL/2013
54	52.246-23	LIMITATION OF LIABILITY	FEB/1997
55	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
56	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
57	52.248-1	VALUE ENGINEERING	OCT/2010
58	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
59	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-14-P-0083

MOD/AMD

Name of Offeror or Contractor: BRIGHTON CROMWELL LLC

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
60	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
61	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
62	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
63	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
64	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
65	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
66	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
67	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
68	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
69	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
70	252.216-7004	AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL	SEP/2011
71	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
72	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
73	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
74	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2013
75	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
76	252.225-7013	DUTY-FREE ENTRY	OCT/2013
77	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
78	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
79	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
80	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
81	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	JUN/2013
82	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
83	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
84	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
85	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
86	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
87	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
88	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
89	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
90	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
91	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
92	52.217-4001 (TACOM)	SEPARATELY PRICED OPTION FOR INCREASED QUANTITY	FEB/2007

(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than 365 days after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

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

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

[End of Clause]

93	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN/2011
----	----------	---	----------

(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

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

Page 23 of 28

PIIN/SIIN W56HZV-14-P-0083

MOD/AMD

Name of Offeror or Contractor: BRIGHTON CROMWELL LLC

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

Name of Offeror or Contractor: BRIGHTON CROMWELL LLC

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

94

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

JUL/2013

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

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

Page 25 of 28

PIIN/SIIN W56HZV-14-P-0083

MOD/AMD

Name of Offeror or Contractor: BRIGHTON CROMWELL LLC

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

95

52.223-3

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

JAN/1997

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

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

Material	Identification No.
(If none, insert None)	

(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)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 26 of 28
	PIIN/SIIN W56HZV-14-P-0083	MOD/AMD

Name of Offeror or Contractor: BRIGHTON CROMWELL LLC

96 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)

97 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

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

(End of Clause)

98 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)

99 252.223-7001 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

Name of Offeror or Contractor: BRIGHTON CROMWELL LLC

(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)

100 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

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

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

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

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

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

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

[End of Clause]

101 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

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

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

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

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

or

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-P-0083 MOD/AMD	Page 28 of 28
Name of Offeror or Contractor: BRIGHTON CROMWELL LLC		

<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]