

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm Fixed Price

Page 1 Of 22

2. Amendment/Modification No. 0001	3. Effective Date 2013JUL12	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
6. Issued By U.S. ARMY CONTRACTING COMMAND SEAN P. WALSH WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL  EMAIL: SEAN.WALSH5@US.ARMY.MIL		Code W56HZV	7. Administered By (If other than Item 6)  Code

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  Code Facility Code	<input checked="" type="checkbox"/>	9A. Amendment Of Solicitation No. W56HZV-13-R-0034
		9B. Dated (See Item 11) 2013MAY30
	<input type="checkbox"/>	10A. Modification Of Contract/Order No.
		10B. Dated (See Item 13)

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  
 is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning 2 signed copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**  
It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print)	
15B. Contractor/Offeror  (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 22**

PIIN/SIIN W56HZV-13-R-0034

MOD/AMD 0001

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: SEAN P. WALSH  
Buyer Office Symbol/Telephone Number: CCTA-AH/(586)282-7214  
Type of Contract: Firm Fixed Price  
Kind of Contract: Service Contracts

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

## Executive Summary

Service on Hardware - Gun Laying and Positioning System (GLPS) Repair NSN:6675-01-430-1965

Solicitation W56HZV-13-R-0034

This Executive Summary is provided as a synopsis of important and relevant features in this Solicitation. If conflict exists between this summary and the provisions of this solicitation, the provisions of the solicitation govern.

## INTRODUCTION

Requirement: This action will result in a new Firm Fixed Price (FFP) Service contract with Vectronix, Inc., Ashburn, VA to provide a Contractor Level Repair program for the U.S. Army in support of their M67 Gun Laying and Positioning System (GLPS) NSN: 6675-01-430-1965.

## COMPETITION

This is a sole source solicitation negotiated with Vectronix, Inc., Ashburn, VA as prescribed in FAR 6.302-1(a)(2)(ii) for fulfillment of the requirement.

## DESCRIPTION

The services are for the repair and/or replacement of components on the GLPS, Part Number MIL-PRF-53136, NSN: 6675-01-430-1965. The GLPS is a self-contained surveying system capable of rapidly determining accurate position coordinates; elevation and azimuth/deflection of each howitzer from one centrally located orienting station.

The resultant contract shall be Firm Fixed Price and provide for the services of one Vectronix Repairperson for a 12-month base period. The contract shall also include warehouse rental on a Firm Fixed Price basis and materials/other direct costs (ODCs) on a Cost Plus Fixed Fee (CPFF) basis for the repair of the GLPS during the 12-month period. The contract shall include one 12-month option period for the Vectronix Repairperson services, warehouse rental, and materials/ODCs. All option orders are bilateral.

## SUMMARY

This RFP will result in an award of a Firm Fixed Price contract for GLPS repair services for a one year base period of performance and one one year option period. The Government plans to negotiate solely with Vectronix, Inc., as the single service provider for this requirement.

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

W56HZV-13-R-0034

Amendment 0001

Contract Specialist: Sean P. Walsh

1. Narrative A0001; Section INTRODUCTION: Corrected Contractor's city location from "Leesburg" to "Ashburn".
2. CLIN 0001AA: Updated Completion Date from 01-AUG-2014 to 31-AUG-2014.
3. CLIN 0001AB: Updated Completion Date from 01-AUG-2015 to 31-AUG-2015.
4. CLIN 0002AA: Updated Completion Date from 01-AUG-2014 to 31-AUG-2014.
5. CLIN 0002AB: Updated Completion Date from 01-AUG-2015 to 31-AUG-2015.

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**Name of Offeror or Contractor:**

6. CLIN 0003AA: Updated Completion Date from 01-AUG-2014 to 31-AUG-2014.
7. CLIN 0003AB: Updated Completion Date from 01-AUG-2015 to 31-AUG-2015.
8. Section D, Packaging and Marking, Paragraph (a)(1): Level of Preservation changed from Military to Commercial.
9. Section E, Changed ES7793:  
- Added Contractor's Plant information.
10. Section I, Contract Clauses:  
- Deleted IA60058 (Wide Area Workflow Payment Instructions)  
- Updated IF70036 (Post-Award Small Business Program Rerepresentation.  
- Updated IF70015 (Hazardous Material Identification and Material Safety Data)  
- Updated IF70018 (Ozone-Depleting Substances)  
- Updated IA70002 (Intent to Furnish Precious Metals as Government-Furnished Material)  
- Updated IA70007 (Hazard Warning Labels)
11. Section K, Representations, Certifications, and Other Statements of Offerors:  
- Updated KF60009 (Annual Representations and Certifications)  
- Updated KF70019 (Previous Contracts and Compliance Reports)  
- Updated KF70020 (Affirmative Action Compliance)  
- Updated KA70026 (Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law)  
- KS7008 (Authorized Negotiators)  
- KS7283 (Certification of Government-owned Property for Possible Use and Evaluation Factor for Use of the Government-Owned Property)
12. Section J, List of Attachments:  
\B7 \\*\B7Exhibit A - Contract Data Requirements List  
\B7 \\*\B7A001  
\B7 \\*\B7Changed:  
\B7 E-Mail: ronald.langdon@us.army.mil  
\B7 To:  
\B7 E-Mail:  
\B7 perla.g.moncayo.civ@mail.mil  
\B7 todd.j.cetanyan.civ@mail.mil  
\B7 sean.p.walsh70.civ@mail.mil  
\B7 timothy.d.chillers.civ@mail.mil  
\B7 \\*\B7A002  
\B7 \\*\B7Changed:  
\B7 E-Mail: ROCK-T-Commercial\_Repair@us.army.mil  
\B7 To:  
\B7 E-Mail:  
\B7 contact@gao.gov  
\B7 perla.g.moncayo.civ@mail.mil  
\B7 todd.j.cetanyan.civ@mail.mil  
\B7 sean.p.walsh70.civ@mail.mil  
\B7 timothy.d.chillers.civ@mail.mil  
\B7 \\*\B7A003  
\B7 \\*\B7Changed:  
\B7 E-Mail: dami\_tacomtransportation@conus.army.mil  
\B7 To:  
\B7 E-Mail:  
\B7 usarmy.detroit.tacom.mbx.ilsc-transportation@mail.mil  
\B7 perla.g.moncayo.civ@mail.mil  
\B7 todd.j.cetanyan.civ@mail.mil  
\B7 sean.p.walsh70.civ@mail.mil  
\B7 timothy.d.chillers.civ@mail.mil  
\B7 \\*\B7A004  
\B7 \\*\B7Changed:  
\B7 E-Mail: rock-tacom-sdrs@conus.army.mil  
\B7 To:  
\B7 E-Mail:  
\B7 kathleen.a.oconnor10.civ@mail.mil  
\B7 perla.g.moncayo.civ@mail.mil

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**Name of Offeror or Contractor:**

\'B7 todd.j.cetanyan.civ@mail.mil  
\'B7 sean.p.walsh70.civ@mail.mil  
\'B7 timothy.d.chillers.civ@mail.mil  
\'B7 \\*\'B7A005  
\'B7 \\*\'B7Changed:  
\'B7 E-Mail: daniel.c.mcguire@us.army.mil  
\'B7 \\*\'B7kathy.hill@dcma.mil  
\'B7 \\*\'B7To:  
\'B7 E-Mail:  
\'B7 Sharon.Campbell@dcma.mil  
\'B7 perla.g.moncayo.civ@mail.mil  
\'B7 todd.j.cetanyan.civ@mail.mil  
\'B7 sean.p.walsh70.civ@mail.mil  
\'B7 timothy.d.chillers.civ@mail.mil  
\'B7  
\'B7 \\*\'B7Document Summary List  
\'B7 \\*\'B7Item 9;  
Changed:  
MIL-STD-2073-1D Standard Practice for Military Packaging  
To:  
ASTM D3951, Standard Practice for Commercial Packaging, 21 Dec 1990

\*\*\* END OF NARRATIVE A0002 \*\*\*



CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0034 MOD/AMD 0001

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0001AB	<p><u>VECTRONIX REPAIRPERSON SERVICES-YEAR 2</u>                      (UNEXERCISED OPTION)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u>                      <u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001                              1</td> <td>31-AUG-2015</td> </tr> </table>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>	001                              1	31-AUG-2015	1	LO		\$ _____
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<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>										
001                              1	31-AUG-2015										



CONTINUATION SHEET

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0002AB	<p>WAREHOUSE RENTAL - YEAR 2 (UNEXERCISED OPTION)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-AUG-2015</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-AUG-2015	1	LO		\$ _____
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	31-AUG-2015												



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0003AB	<p><u>MATERIALS/OTHER DIRECT COSTS-YEAR 2 (UNEXERCISED OPTION)</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u>                      <u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001                              1</td> <td>31-AUG-2015</td> </tr> </table>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>	001                              1	31-AUG-2015	1	LO		\$ _____
DLVR SCH	PERF COMPL										
<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>										
001                              1	31-AUG-2015										

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**Name of Offeror or Contractor:**

## SECTION D - PACKAGING AND MARKING

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-1 CHANGED	52.211-4515 (TACOM)	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	FEB/2012
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(a) Military preservation, packing, and marking for this contract/order shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1, Revision D, Dated 15 Dec 1999 and Notice 1, dated 10 May 2002, and the Special Packaging Instruction, see below.

- (1) LEVEL OF PRESERVATION: Commercial
- (2) LEVEL OF PACKING: B
- (3) QUANTITY PER UNIT PACKAGE: 01
- (4) SPECIAL PACKAGING INSTRUCTION NUMBER. 12593121
  - (a) REVISION A
  - (b) DATE OF REVISION 14 March 2011

(c) THE REQUIRED SPECIAL PACKAGING INSTRUCTION (SPI) IS AVAILABLE ON THE WEB AT THE FOLLOWING URL: [https://www.pica.army.mil/solicitations\\_list/scripts/IR.asp?TDP=IOTCAIJTROGP](https://www.pica.army.mil/solicitations_list/scripts/IR.asp?TDP=IOTCAIJTROGP)

(Note: You must have the Adobe Acrobat reader installed on your PC to view the SPI. See the Army Contracting Command - Warren (DTA) web site (<http://contracting.tacom.army.mil/faq.htm>) for information on obtaining the latest version of the reader. If you're experiencing problems opening the Special Packaging Instructions in Adobe .PDF images using Internet Explorer, try the following: Go to "Tools," then "Internet Options." Click on the "Advanced" tab. Scroll down to the "Security" section. Uncheck "Do not save encrypted pages to disk." Click "Apply." Click "OK.")

(b) 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.

## (c) Marking:

(1) In addition to any special markings called out on the SPI, 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.

(d) Heat Treatment and Marking of Wood Packaging Materials (WPM): 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\\_ISPM\\_15\\_2002\\_with\\_Annex1\\_2006\\_E.pdf&refID=133703](https://www.ippc.int/servlet/BinaryDownloaderServlet/133703_ISPM15_2002_with_Ann.pdf?filename=1152091663986_ISPM_15_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.

**Name of Offeror or Contractor:**

(e) 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) Unless otherwise specified, 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.

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.

(f) This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO and ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

(g) SUPPLEMENTAL INSTRUCTIONS: NA

[End of Clause]

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**Name of Offeror or Contractor:**

## SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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E-1 CHANGED (52.246-4006) (TACOM)	INSPECTION POINT: ORIGIN; ACCEPTANCE POINT: DESTINATION		FEB/1995
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The Government's inspection of the supplies offered under this order shall take place at ORIGIN. The Government's acceptance of the supplies offered under this order shall take place at DESTINATION. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection.

Contractor's Plant: Vectronix Inc, 751 Miller Drive, Ste A-2, Leesburg, VA 20175  
(Name and Address)

Subcontractor's Plant: NA  
(Name and Address)

[End of Clause]

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**Name of Offeror or Contractor:**

## SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 DELETED	252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	JUN/2012
I-2 CHANGED	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION	APR/2012

(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 rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, 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 ORCA, or does not have a representation in ORCA 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:

The Contractor represents that it [ ] is, [X] 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)

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**Name of Offeror or Contractor:**

I-3 CHANGED 52.223-3

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

JAN/1997

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

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

Material	Identification No.
(If none, insert None)	

None	
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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 Governments 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)

I-4 CHANGED 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.

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(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) \* NA, 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)

I-5 CHANGED 252.208-7000      INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL      DEC/1991

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known, of the deliverable item requiring precious metals.

Precious Metal*	Quantity	Deliverable Item (NSN and Nomenclature)
None		

\*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

(End of clause)

I-6 CHANGED 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;

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(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

None

(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)

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## SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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K-1 CHANGED	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	DEC/2012
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(a)(1) The North American Industry Classification System (NAICS) code For this acquisition is 334511.

(2) The small business size standard is 750 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic CorporationsRepresentation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of PerformanceSealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

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(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDAdesignated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPAdesignated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act/Free Trade Agreements/Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

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\_\_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services Certification.

\_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA Designated Products (Alternate I only).

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K-2 CHANGED 52.222-22      PREVIOUS CONTRACTS AND COMPLIANCE REPORTS      FEB/1999

The offeror represents that --

(a) It [  ] has, [  ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [  ] has, [  ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K-3 CHANGED 52.222-25      AFFIRMATIVE ACTION COMPLIANCE      APR/1984

The offeror represents that

(a) It [  ] has developed and has on file,  
       [  ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [  ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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(End of Provision)

K-4 CHANGED 252.209-7999                      REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX                      JAN/2012  
 (DEV 2012-                      LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION  
 00004)                      2012-00004)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [ ] is not [X] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [X] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K-5 CHANGED 52.215-4010                      AUTHORIZED NEGOTIATORS                      MAR/2013  
 (TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

NAME: Glenn Barone  
 TITLE: Vice President BD & Sales  
 TELEPHONE NUMBER: 571-209-3987  
 EMAIL ADDRESS: glenn.barone@vectronix.com

NAME: James W. Lane  
 TITLE: Director of Contracts  
 TELEPHONE NUMBER: 571-209-3983  
 EMAIL ADDRESS: james.lane@vectronix.com

NAME: Tinna E. Beldin  
 TITLE: VP Compliance & Corporate Governance  
 TELEPHONE NUMBER: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_

NAME: Dane Hileman  
 TITLE: CEO  
 TELEPHONE NUMBER: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_

