

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

Page 1 Of 14

2. Amendment/Modification No. 0002	3. Effective Date 2014JAN08	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND KARY JASMUND WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: KARY.A.JASMUND@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6)	Code
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)	<input checked="" type="checkbox"/>	9A. Amendment Of Solicitation No. W56HZV-13-R-0061
		9B. Dated (See Item 11) 2013DEC05
	<input type="checkbox"/>	10A. Modification Of Contract/Order No.
		10B. Dated (See Item 13)
Code	Facility Code	

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. 2014JAN17 05:00pm

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

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: KARY JASMUND
Buyer Office Symbol/Telephone Number: CCTA-ATA-C/(586)282-7234
Type of Contract: Firm Fixed Price
Kind of Contract: System Acquisition Contracts

*** End of Narrative A0000 ***

The purpose of Amendment 0002 to Solicitation W56HZV-13-R-0061 is to incorporate the following changes:

1. Update the NAICS code:

FROM: 111110
TO: 334511

2. Update Clause 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items to check box #12(i) 52.219-6 Notice of Total Small Business Set-Aside.

3. Update Description for Purchase (DFP) ECB-047 to incorporate the following changes:

The following changes pertain to Table 1, Brand Name Components:

3.16.19 Pad, Elbow Part Number 53010 has been deleted.
3.16.20 Pad, Knee Part Number 50410 has been deleted.

The following changes pertain to Table 2, Brand Name or Equal Components:

3.16.19 Pad, Elbow Part Number AR-343HGBLK-EP has been added.
3.16.20 Pad, Knee Part Number AR-343HGBLK-KP has been added.

The following changes pertain to Table 3, Components List as a result of Brand Name Only Requirements, Cage Code and Part Number Changes:

19 Pad, Elbow

FROM: *19 Pad, Elbow Part Number 53010
TO: 19 Pad, Elbow Part Number AR-343HGBLK-EP

FROM: Cage Code: 1QLU1
TO: Cage Code: 4N2H6

20 Pad, Knee

FROM: *20 Pad, Elbow Part Number 50410
TO: 20 Pad, Elbow Part Number AR-343HGBLK-KP

FROM: Cage Code: 1QLU1
TO: Cage Code: 4N2H6

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The following changes pertain to the component listed in Section 3 of the DFP because the language has been changed (noted by underline):

3.16.19 Pad, Elbow

FROM: 3.16.19 *Pad, Elbow. The elbow pad shall contain a minimum of One Half inch of high density foam padding covered in CORDURA, or equivalent, nylon topped with a rubber non-slip cap. Dual adjustable Velcro fasteners shall be provided. If used, grommets shall not reflect light. Pads shall be black, ambidextrous, and made to fit all soldiers. Brand Name Only: Alta Industries, P/N 53010. Quantity: 8 pair.

TO: 3.16.19 Pad, Elbow. The elbow pad shall contain a minimum of 1/2 inch of high density foam padding, constructed of 1000 Denier CORDURA nylon, and topped with a non-slip cap. Elbow pads shall be black, ambidextrous, hook and loop closures for donning and doffing, and made to fit all soldiers. Brand Name Or Equal to: Rooster Group, P/N AR-343HGBLK-EP. Quantity: 8 pair.

3.16.20 Pad, Knee

FROM: 3.16.20 *Pad, Knee. The knee pad shall contain a minimum of One half inch of high density foam covered by CORDURA, or equivalent, nylon topped with a rubber non-slip cap surface. Dual adjustable Velcro fasteners shall be provided on 2" wide elastic straps. If used, grommets shall not reflect light. Knee pads shall be black, ambidextrous, and made to fit all soldiers. Brand Name Only: Alta Industries, P/N 50410. Quantity: 8 pair.

TO: 3.16.20 Pad, Knee. The knee pad shall contain a minimum of 5/8 inch of high density foam, constructed of 1000 Denier CORDURA nylon, and topped with a non-slip cap. Upper and lower knee pad shall be hinged and crescent shaped respectively. If used, grommets shall not reflect light. Knee pads shall be black, ambidextrous, and have adjustable straps and buckle to fit all soldiers. Brand Name or Equal to: Rooster Group, P/N AR-343HGBLK-KP. Quantity: 8 pair.

4. As a result of the DFP changes, Attachment 0003-Tool Load, Urban Operations Squad Set has been updated as a result of Brand Name requirement change:

3.16.19 Pad, Elbow
3.16.20 Pad, Knee

FROM: Brand Name, No fill in allowed

TO: Highlighted in yellow, input required by contractor for proposal.

5. As a result of the DFP changes, Attachment 0004-Replacement Item Cost for Warranty Website Orders, Urban Operations Squad Set has been updated as a result of Brand Name requirement change:

3.16.19 Pad, Elbow
3.16.20 Pad, Knee

FROM: Brand Name, No fill in allowed

TO: Highlighted in yellow, input required by contractor for proposal.

6. As a result of the above changes, the solicitation has been extended.

FROM: 09 Jan 2014 5:00 PM
TO: 17 Jan 2014 5:00 PM

7. Please note the cut off time for asking questions is 7 days prior to close of this Solicitation.

8. There are no other changes as a result of this amendment. All other terms and conditions remain in full force and effect

*** END OF NARRATIVE A0003 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>INITINAL PRODUCT VERIFICATION TEST UNIT</u></p> <p>COMMODITY NAME: URBAN OPERATIONS SQUAD SET FSCM: 5B5M3 PART NR: DFP ECB 047</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: DFP ECB 047 DATE: 07-JAN-2014</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>			\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	<p><u>PRODUCTION QUANTITY FIRST ORDERING YEAR</u></p> <p>COMMODITY NAME: URBAN OPERATIONS SQUAD SET FSCM: 5B5M3 PART NR: DFP ECB 047</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: DFP ECB 047 DATE: 07-JAN-2014</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>			\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	<p><u>PRODUCTION QUANTITY SECOND ORDERING YEAR</u></p> <p>COMMODITY NAME: URBAN OPERATIONS SQUAD SET FSCM: 5B5M3 PART NR: DFP ECB 047</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: DFP ECB 047 DATE: 07-JAN-2014</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>			\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	<p><u>PRODUCTION QUANTITY THIRD ORDERING YEAR</u></p> <p>COMMODITY NAME: URBAN OPERATIONS SQUAD SET FSCM: 5B5M3 PART NR: DFP ECB 047</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: DFP ECB 047 DATE: 07-JAN-2014</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>			\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

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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 CHANGED	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JAN/2013
(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:			
(1)	52.222-50	Combating Trafficking in Persons (FEB 2009) (22U.S.C. 7104(g)).	
		--Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).	
(2)	52.233-3	Protest After Award (AUG 1996) (31 U.S.C. 3553).	
(3)	52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).	
(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:			
<input checked="" type="checkbox"/>	(1) 52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).	
<input checked="" type="checkbox"/>	(2) 52.203-13	Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).	
<input type="checkbox"/>	(3) 52.203-15	Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)	
<input checked="" type="checkbox"/>	(4) 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).	
<input type="checkbox"/>	(5) 52.204-11	American Recovery and Reinvestment Act -- Reporting Requirements (JUL 2010) (Pub. L. 111-5).	
<input checked="" type="checkbox"/>	(6) 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).	
<input checked="" type="checkbox"/>	(7) 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).	
<input type="checkbox"/>	(8) 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)(section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)	
<input type="checkbox"/>	(9) 52.219-3	Notice of Total HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).	
<input type="checkbox"/>	(10) 52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).	
<input type="checkbox"/>	(11)	[Reserved]	
<input checked="" type="checkbox"/>	(12)(i)	52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).	
<input checked="" type="checkbox"/>	(ii)	Alternate I (Nov 2011) of 52.219-6.	
<input type="checkbox"/>	(iii)	Alternate II (Nov 2011) of 52.219-6.	
<input type="checkbox"/>	(13)(i)	52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).	
<input type="checkbox"/>	(ii)	Alternate I (Oct 1995) of 52.219-7.	
<input type="checkbox"/>	(iii)	Alternate II (Mar 2004) of 52.219-7.	
<input checked="" type="checkbox"/>	(14)	52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).	
<input type="checkbox"/>	(15)(i)	52.219-9, Small Business Subcontracting Plan (Jan 2011)(15 U.S.C. 637 (d)(4)).	

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

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

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

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

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

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

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

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

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

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

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

(23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012)(15 U.S.C. 632(a)(2)).

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

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

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

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

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

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

(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

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

(32) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

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(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

(39) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).

(40)(i) 52.225-3, Buy American Act Free Trade Agreements -- Israeli Trade Act (NOV 2012) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

(ii) Alternate I (MAR 2012) of 52.225-3.

(iii) Alternate II (MAR 2012) of 52.225-3.

(iv) Alternate III (NOV 2012) of 52.225-3.

(41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).

(45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(46) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(47) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

(48) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

(49) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(50) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

(51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965, (Nov 2007)(41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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Name of Offeror or Contractor:

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

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

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

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

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

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

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

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Oct 2010)(E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

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

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

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses

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Name of Offeror or Contractor:

necessary to satisfy its contractual obligations.

(End of Clause)

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Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0001	DESCRIPTION FOR PURCHASE (DFP) ECB 047	07-JAN-2014	046	
Attachment 0003	TOOL LOAD SPREADSHEET	07-JAN-2014	001	
Attachment 0004	REPLACEMENT ITEM COST FOR WARRANTY WEBSITE ORDERS	07-JAN-2014	001	