

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b> Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 83					
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number W56HZV-13-R-0099		6. Solicitation Issue Date 2014MAR20			
7. For Solicitation Information Call:		A. Name ANGELA TANGALOS			B. Telephone Number (No Collect Calls) (586)282-3516		8. Offer Due Date/Local Time 2014APR22 05:00pm				
9. Issued By U.S. ARMY CONTRACTING COMMAND WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL  Email: ANGELA.TANGALOS@US.ARMY.MIL				Code W56HZV		10. This Acquisition is <input type="checkbox"/> Unrestricted OR <input checked="" type="checkbox"/> Set Aside: 100 % For:					
				<input checked="" type="checkbox"/> Small Business		<input type="checkbox"/> Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program					
				<input type="checkbox"/> Hubzone Small Business		<input type="checkbox"/> Economically Disadvantaged Women-Owned Small Business (EDWOSB)					
				<input type="checkbox"/> Service-Disabled Veteran-Owned Small Business		NAICS: 332216					
				<input type="checkbox"/> 8(A)		Size Standard:					
11. Delivery For FOB Destination Unless Block Is Marked <input type="checkbox"/> See Schedule			12. Discount Terms			<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)		13b. Rating DOA4			
14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP											
15. Deliver To SEE SCHEDULE			Code			16. Administered By			Code		
Telephone No.											
17a. Contractor/Offeror Code			Facility			18a. Payment Will Be Made By			Code		
Telephone No.											
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum							
19. Item No.	20. Schedule Of Supplies/Services				21. Quantity	22. Unit	23. Unit Price		24. Amount		
	SEE SCHEDULE										
	(Use Reverse and/or Attach Additional Sheets As Necessary)										
25. Accounting And Appropriation Data							26. Total Award Amount (For Govt. Use Only)				
<input checked="" type="checkbox"/> 27a.Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached. Addenda							<input checked="" type="checkbox"/> Are		<input type="checkbox"/> Are Not Attached.		
<input type="checkbox"/> 27b.Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda							<input type="checkbox"/> Are		<input type="checkbox"/> Are Not Attached.		
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified.						<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:					
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)							
30b. Name And Title Of Signer (Type Or Print)			30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)			31c. Date Signed			

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

Received  Inspected  Accepted, And Conforms To The Contract, Except As Noted: \_\_\_\_\_

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative			
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative			
			32g. E-Mail of Authorized Government Representative			
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment		37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		
38. S/R Account No.	39. S/R Voucher Number	40. Paid By				
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer		41c. Date	42b. Received At (Location)			
			42c. Date Rec'd (YY/MM/DD)	42d. Total Containers		

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

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PIIN/SIIN W56HZV-13-R-0099

MOD/AMD

**Name of Offeror or Contractor:**

## SUPPLEMENTAL INFORMATION

Buyer Name: ANGELA TANGALOS  
Buyer Office Symbol/Telephone Number: CCTA-ADE-A/(586)282-3516  
Type of Contract: Firm Fixed Price  
Kind of Contract: System Acquisition Contracts

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

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-4016 WARREN ELECTRONIC CONTRACTING	MAR/2013

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.

(c) Unless directed to do otherwise in Section L of this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:

[https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr=W56HZV13R0099](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV13R0099)

(3) If you found the solicitation by searching on ASFI, you can start the online bidding process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI BRS by going to <https://acquisition.army.mil/asfi/> and clicking on the Contracting Opportunities Search to find the solicitation.

(4) Once in the ASFI BRS, you will be asked to enter basic information and will then be directed to upload one or more files containing your offer and information required by the solicitation.

(5) You will receive a confirmation of your bid upon completion of the bid submission process.

(6) You can find detailed BRS user instructions on the ASFI website at [https://acquisition.army.mil/asfi/BRS\\_guide.doc](https://acquisition.army.mil/asfi/BRS_guide.doc).

(e) Note to offerors:

Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the Army Contracting Command - Warren (DTA), Michigan. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

It is the offeror's responsibility to assure their proposal is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government infrastructure (in this case, received through ASFI) by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.

Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned to submit their proposals allowing adequate time for submission.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 3 of 83</b>
	PIIN/SIIN W56HZV-13-R-0099	MOD/AMD

**Name of Offeror or Contractor:**

Solicitations may remain posted on the AFISI Open Solicitation Web page after the solicitation closes. Even though the system will allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award. If you are responding to a Request for Proposal, your offer will not be considered if it is submitted after the closing date and time unless one of the exceptions is met at FAR 15.208(b). If you are responding to a Request for Quotation, your quote may be considered if it is received after the closing date, and it will not unduly delay award.

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(g) If you have questions or need help using ProcNet, call our E-commerce Contracting Help Desk at (586) 282-7059, or send an email to usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx> to find a location near you.

End of Provision

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

[End of Provision]

3	52.212-4003 (TACOM)	ALL OR NONE--COMMERCIAL ITEM ACQUISITION	SEP/1996
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This provision serves as an addendum that modifies paragraph (h) of FAR 52.212-1, entitled INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS. Paragraph (h) is modified to say that you must offer to provide the total quantity of the items in this solicitation. ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL NOT BE CONSIDERED FOR AWARD.

[End of Clause]

4	52.214-4000	ACKNOWLEDGMENT OF AMENDMENTS	OCT/1993
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Data not printed.

5	52.242-4021 (TACOM)	NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS	NOV/2009
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Agencies other than TACOM, such as Defense Logistics Agency (DLA), may also place delivery orders under this contract (or, as applicable, the contract that results from this solicitation). In that event, such agencies will administer those orders.

(END OF CLAUSE)

**Name of Offeror or Contractor:**

1. Solicitation W56HZV-13-R-0099 is for the Small Arms Shop Set Tool Kit and will be Issued as a Small Business Set-Aside Acquisition, resulting in a 5-year, firm-fixed price, Requirements contract. The Description for Purchase (DFP) 656A, Attachment 0001, defines the components and quantities required in each tool kit. The estimated total quantity over the life of the contract is 500 tool kits.
2. This Solicitation will utilize the Best value approach of Lowest Price Technically Acceptable (LPTA) source selection process in accordance with FAR 15.101-2. The best value is expected to result from selection of a technically acceptable proposal with the lowest evaluated price.
3. The Government intends to award one contract for the Small Arms Shop Set (SASS) to the one offeror whose proposal offers the best overall value to the Government based on the evaluation criteria set forth in Section "Evaluation Factors for Award."
4. Offerors MUST enter all prices in the following attachments in lieu of Section B, "Supplies or Services and Prices/Cost:"
  - Attachment 0002 - Tool Component List
  - Attachment 0003 - Replacement Item Cost and Warranty Spreadsheet
  - Attachment 0004 - Price Evaluation Sheet (PES)
5. In addition to the unit prices requested under this Solicitation, offerors shall submit Attachment 0002, Tool Component List and Attachment 0003, Replacement Item Cost and Warranty Spreadsheet. This attachment provides a complete listing of all the components of the kit and includes the following information for each component: DFP line item, item description, unit issue quantity, manufacturer, manufacturer part number, cage code and replacement price for each year. The replacement prices shall be used in the event of an invalid warranty claim or other need to replace a component. The replacement prices will NOT be a factor in the award decision, they will only be evaluated for reasonableness. Replacement pricing shall cover the duration of the contract.
6. Initial Product Verification Inspection Test (CLIN 0021AA) is required for this requirement. All costs for inspections and testing are to be borne by the contractor and shall be included in the PVI cost (CDRL A003). PVI will not be waived. See Statement of Work for PVI in Section C of the Solicitation for further information.
7. The successful offeror shall utilize the PM-SKOT warranty web site to process warranty claims covered under this contract. See the Warranty information contained in Section H.1 of this Solicitation for complete details.
8. The successful offeror shall provide digital images of each component in the kit to the Procuring Contracting Officer, 30 days prior to the date of delivery of the initial production quantities. These images will be utilized for posting on the PM-SKOT warranty web site. See Statement of Work for Digital Imaging (CDRL A001) and Tool Kit Subset Component List (CDRL A002) in Section C of the Solicitation for further information.
9. BERRY AMENDMENT GUIDANCE:

The Description for Purchase has identified componenets that fall under Federal Supply Classes 51 and 52. All components listed as Federal Supply Classes 51 or 52 are subject to the Berry Amendment. See Section "Instructions, Conditions, and Notices to Offerors" for additional guidance.
10. The Government requests that your offer remain valid for 120 days.

## CAUTION:

OFFERORS MUST SUBMIT OFFERS  
ELECTRONICALLY IN ACCORDANCE WITH DIRECTIONS  
IN THE ACC-WARREN PROCUREMENT NETWORK  
WEBPAGE AT:

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

ALL OFFERS MUST INCLUDE A SIGNED SF33/SF1449 COVER SHEET.

SEE PARAGRAPH (d) OF CLAUSE 52.204-4016, ACC-WARREN ELECTRONIC CONTRACTING, OF THIS SOLICITATION FOR INSTRUCTION ON HOW TO SUBMIT YOUR OFFER.

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**Name of Offeror or Contractor:**

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

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>THIS IS A FIRM FIXED PRICE (FFP), 5 YEAR REQUIREMENTS CONTRACT.</p> <p>CONTRACT DATA REQUIREMENTS (CDRLs) SHALL BE SEPARATELY PRICED UNLESS "NSP" IS INDICATED.</p> <p>@@</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>BASIC CONTRACT ORDERING YEARS</u></p> <p>FIRST ORDERING YEAR IS THE DATE OF THE BASIC CONTRACT AWARD THROUGH 364 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>SECOND ORDERING YEAR IS 365 DAYS AFTER DATE OF BASIC CONTRACT AWARD THROUGH 729 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>THIRD ORDERING YEAR IS 730 DAYS AFTER DATE OF BASIC CONTRACT AWARD THROUGH 1,094 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>FOURTH ORDERING YEAR IS 1,095 DAYS AFTER DATE OF BASIC CONTRACT AWARD THROUGH 1,459 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>FIFTH ORDERING YEAR IS 1,460 DAYS AFTER DATE OF BASIC CONTRACT AWARD THROUGH 1,824 DAYS AFTER BASIC CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE CONTRACT YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE CONTRACT YEAR.</p> <p>@@</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE CONTRACT YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC.</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>THE INFORMATION PRESENTED ABOVE APPLIES TO EACH PRODUCTION CLIN AS FOLLOWS:</p> <p>0011AA, 0012AA, 0013AA, 0014AA, &amp; 0015AA - SMALL ARMS SHOP SET (SASS)</p> <p>ESTIMATED 5 - YEAR                      QUANTITY: 500</p> <p>NOTE: RANGE PRICING, AS APPLICABLE TO A SPECIFIC CLIN, APPLIES TO EACH INDIVIDUAL DELIVERY ORDER AND IS <u>NOT</u> CUMULATIVE.</p> <p>0021AA - PRODUCT VERIFICATION INSPECTION</p> <p>0031AA, 0032AA, 0033AA, 0034AA and 0035AA                      REPLACEMENT TOOLS - WARRANTY WEBSITE</p> <p>0041AA - DATA ITEMS</p> <p>(End of narrative A001)</p>													
0011	SMALL ARMS SHOP SET (SASS) NSN: 4933-01-586-3322 FSCM: 59678 PART NR: DFP 656A													
0011AA	<p>FIRST ORDERING YEAR _____</p> <p>COMMODITY NAME: SMALL ARMS SHOP SET (SASS)</p> <p><u>Range Quantities</u></p> <table border="0"> <tr> <td><u>FROM</u></td> <td><u>TO</u></td> <td><u>UNIT PRICE</u></td> </tr> <tr> <td>1</td> <td>25</td> <td>\$</td> </tr> <tr> <td>26</td> <td>50</td> <td>\$</td> </tr> </table>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	25	\$	26	50	\$			See Range Pricing	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>												
1	25	\$												
26	50	\$												

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>51                    150                    \$</p> <p>OFFERORS MUST ALSO FILL OUT ATTACHMENT 0004, PRICE EVALUATION SHEET IN ADDITION TO SECTION B.</p> <p style="text-align: center;">(End of narrative C001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                          SEE PACKAGING REQUIREMENTS CLAUSE                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination            ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC                                    SUPPL  <u>REL CD    MILSTRIP    ADDR    SIG CD    MARK FOR    TP CD</u>                      001</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                                    (SHIP-TO) WILL BE FURNISHED PRIOR                                    TO THE SCHEDULED DELIVERY DATE FOR                                    ITEMS REQUIRED UNDER THIS                                    REQUISITION.</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0012	SMALL ARMS SHOP SET (SASS) NSN: 4933-01-586-3322 FSCM: 59678 PART NR: DFP 656A																
0012AA	<p>SECOND ORDERING YEAR _____</p> <p>COMMODITY NAME: SMALL ARMS SHOP SET (SASS)</p> <p><u>Range Quantities</u></p> <table border="0"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>25</td> <td>\$</td> </tr> <tr> <td>26</td> <td>50</td> <td>\$</td> </tr> <tr> <td>51</td> <td>150</td> <td>\$</td> </tr> </tbody> </table> <p>OFFERORS MUST ALSO FILL OUT ATTACHMENT 0004, PRICE EVALUATION SHEET IN ADDITION TO SECTION B.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING REQUIREMENTS CLAUSE                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	FROM	TO	UNIT PRICE	1	25	\$	26	50	\$	51	150	\$			See Range Pricing	\$ _____
FROM	TO	UNIT PRICE															
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0015	SMALL ARMS SHOP SET (SASS) NSN: 4933-01-586-3322 FSCM: 59678 PART NR: DFP 656A																
0015AA	<p>FIFTH ORDERING YEAR _____</p> <p>COMMODITY NAME: SMALL ARMS SHOP SET (SASS)</p> <p><u>Range Quantities</u></p> <table border="0"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>25</td> <td>\$</td> </tr> <tr> <td>26</td> <td>50</td> <td>\$</td> </tr> <tr> <td>51</td> <td>150</td> <td>\$</td> </tr> </tbody> </table> <p>OFFERORS MUST ALSO FILL OUT OUT ATTACHMENT 0004,                      PRICE EVALUATION SHEET IN ADDITION TO SECTION B.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING REQUIREMENTS CLAUSE                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>	FROM	TO	UNIT PRICE	1	25	\$	26	50	\$	51	150	\$			See Range Pricing	\$ _____
FROM	TO	UNIT PRICE															
1	25	\$															
26	50	\$															
51	150	\$															

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
**PIIN/SIIN** W56HZV-13-R-0099 **MOD/AMD**

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	PRODUCT VERIFICATION INSPECT				
0021AA	<p><u>PRODUCT VERIFICATION INSPECTION</u></p> <p>SERVICE REQUESTED: PRODUCT VERIFICATION INSPECT</p> <p>OFFERORS MUST ALSO FILL OUT ATTACHMENT 0004, PRICE EVALUATION SHEET IN ADDITION TO SECTION B.</p> <p>(End of narrative C001)</p> <p>The Price for the Product Verification Inspection is for 1 ea Complete Small Arms Shops Set (SASS)</p> <p>(End of narrative C002)</p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p>	1	LO		\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0099 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	FIRST ORDERING YEAR				
0031AA	<p>REPLACEMENT TOOLS - WARRANTY WEBSITE</p> <p>COMMODITY NAME: FIRST ORDERING YEAR</p> <p>Please see Replacement Item Cost and Warranty Spreadsheet (Attachment 0003) and Price Evaluation Sheet (Attachment 0004) to enter prices.</p> <p>*****PLEASE DO NOT ENTER PRICES IN THIS SECTION*****</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING REQUIREMENTS CLAUSE                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0099 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	SECOND ORDERING YEAR				
0032AA	<p>REPLACEMENT TOOLS - WARRANTY WEBSITE</p> <p>COMMODITY NAME: SECOND ORDERING YEAR</p> <p>Please see Replacement Item Cost and Warranty Spreadsheet (Attachment 0003) and Price Evaluation Sheet (Attachment 0004) to enter prices.</p> <p>*****PLEASE DO NOT ENTER PRICES IN THIS SECTION*****</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING REQUIREMENTS CLAUSE                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	THIRD ORDERING YEAR				
0033AA	<p><u>REPLACEMENT TOOLS -WARRANTY WEBSITE</u></p> <p>COMMODITY NAME: THIRD ORDERING YEAR</p> <p>Please see Replacement Item Cost and Warranty Spreadsheet (Attachment 0003) and Price Evaluation Sheet (Attachment 0004) to enter prices.</p> <p>*****PLEASE DO NOT ENTER PRICES IN THIS SECTION*****</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING REQUIRMENTS CLAUSE                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0099 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	FOURTH ORDERING YEAR				
0034AA	<p>REPLACEMENT TOOLS - WARRANTY WEBSITE</p> <p>COMMODITY NAME: FOURTH ORDERING YEAR</p> <p>Please see Replacement Item Cost and Warranty Spreadsheet (Attachment 0003) and Price Evaluation Sheet (Attachment 0004) to enter prices.</p> <p>*****PLEASE DO NOT ENTER PRICES IN THIS SECTION*****</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING REQUIREMENTS CLAUSE                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035	FIFTH ORDERING YEAR				
0035AA	<p>REPLACEMENT TOOLS - WARRANTY WEBSITE</p> <p>COMMODITY NAME: FIFTH ORDERING YEAR</p> <p>Please see Replacement Item Cost and Warranty Spreadsheet (Attachment 0003) and Price Evaluation Sheet (Attachment 0004) to enter prices.</p> <p>*****PLEASE DO NOT ENTER PRICES IN THIS SECTION*****</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING REQUIRMENTS CLAUSE                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	<p><u>DATA ITEMS</u></p> <p>The below ELINs is associated with the Data Item Number on the Contract Data Requirements List (CDRL) (DD Form 1423), in Section J.</p> <p>Please see the Price Evaluation Sheet (Attachment 0004) to enter prices if applicable.</p> <p>PLEASE DO NOT ENTER PRICES IN THIS SECTION.</p> <p>(End of narrative A001)</p>				
A001	<p><u>DIGITAL IMAGING</u></p> <p>SERVICE REQUESTED: DIGITAL IMAGING</p> <p>Digital Images are in accordance with CDRL A001 and Section C.2 through C.6.2 of the Contract.</p> <p>(End of narrative B001)</p>	1	LO	\$ _____	\$ _____
A002	<p><u>TOOL KIT SUBSET COMPONENT LIST</u></p> <p>SERVICE REQUESTED: TOOL KIT SUBSET COMP. LIST</p> <p>Tool Kit Subset Component List is in accordance with CDRL A002 and Section C.8 through C.12.1 of the Contract.</p> <p>(End of narrative B001)</p>	1	LO	\$ _____	\$ _____
A003	<p><u>PRODUCT VERIFICATION INSPECTION TEST REPORT</u></p> <p>SERVICE REQUESTED: PRODUCT VERIFI. INSP TEST RPT</p> <p>Product Verification Inspection Test Report is in accordance with CDRL A003 and Section C.13.0 through C.13.11 of the Contract and DFP 656 (Attachment 0001).</p> <p>(End of narrative B001)</p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A004	<p><u>TOOL KIT WARRANTY LIST</u></p> <p>SERVICE REQUESTED: TOOL KIT WARRANTY LIST</p> <p>Tool Kit Warranty List is in accordance with CDRL A004 and SOW in Section C.14.0 through C.14.3.5 of the Contract.</p> <p>(End of narrative B001)</p>				<p>\$ _____</p>

**Name of Offeror or Contractor:**

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SEE ATTACHMENT 001 FOR DFP 656A

\*\*\* END OF NARRATIVE C0001 \*\*\*

## STATEMENT OF WORK

DIGITAL IMAGING

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

C.2 APPLICABLE DOCUMENTS: Description for Purchase (DFP) 656A  
Small Arms Shop Set.

## C.3 REQUIREMENTS:

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

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

C.3.3 The contractor shall provide a copyright release letter to the procuring contracting officer (PCO) along with the digital images on or before the date the digital images are delivered. The signed copyright release letter shall give the Government the unconditional right to reproduce and use all of the digital information provided within this SOW.

C.3.4 Delivery. The contractor shall provide the digital images 30 days before the date of delivery of the initial production quantities. In the event any original images are rejected, the contractor shall provide new/revised images within (15) fifteen calendar days. The contractor shall provide two copies of the digital images to the Government: One copy shall be delivered to the PCO, the second copy shall be provided to the System Acquisition Manager (SAM). Both copies shall be on a CD ROM with a paper copyright release letter(s).

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

## C.5.0 PACKAGING:

C.5.1 All deliverables required in this SOW shall be packaged utilizing best commercial practice provided they meet the requirements of this SOW.

C.5.2 Deliverables to the PCO shall be sent via a method determined by the contractor provided that method ensures delivery in accordance with this SOWs requirements/timeframes.

C.6.0 INTENDED USE: The intent of this SOW is to obtain digital images of individual components for posting on the PM SKOT Warranty Web site.

C.6.1 CDRL: Contract Data Requirements List. The solicitation/contract will have a separate data item CLIN for this digital image requirement so that this cost doesnt become a hidden cost

C.6.2 Copyright Release Letter: The contractor shall provide a copyright release letter along with the digital photos, the letter shall state that all digital photos required by CDRL A001 may be used and distributed in a public forum.

**Name of Offeror or Contractor:**TOOL KIT SUBSET COMPONENTS LIST

C.7 PURPOSE: This Statement of Work (SOW) is applicable to the delivery by the contractor of a tool kit Subset Components List as provided within the solicitation/contract. The intent of this SOW is to obtain a list of all components that make up any sub kit or set of the Small Arms Shop Set (SASS) for inclusion in the Supply Catalog and to post on the PM SKOT Warranty Website.

C.8 APPLICABLE DOCUMENTS: Description for Purchase (DFP) DFP 656A, Small Arms Shop Set.

C.9 REQUIREMENTS:

C.9.1 List: The contractor shall submit a complete list of the tool kit subset components for any sub kit or set in accordance with CDRL A002. If items in a sub kit is only available as a complete item, and therefore no components are available individually, this must be stated in the list. The listed information must be consistent throughout the entire data set.

C.9.2 Format: The list should be provided in Microsoft Excel format.

C.9.3 Inclusions: The list shall include the following for each component: cage code, part number, nomenclature and unit of issue.

C.9.4 Delivery. The contractor shall submit the complete list of the tool kit subset components within 45 days of contract award to the individuals specified in Block 14 of the Contract Data Requirements List (CDRL).

C.10.0 QUALITY ASSURANCE PROVISIONS: The contractor shall assume full responsibility to assure the accuracy and consistency of the listed items, and that the list is in the proper format. The PCO may reject any list that is not provided in the designated electronic format, is missing information or is hand-written. In the event of rejection, the contractor shall bear the responsibility to provide a new list at no additional cost to the government within the timeframe set forth in paragraph 3.4.

C.11.0 PACKAGING:

C.11.1 All deliverables required in this SOW shall be packaged utilizing best commercial practice provided they meet the requirements of this SOW.

C.11.2 Deliverables to the PCO shall be sent via a method determined by the contractor provided that method ensures delivery in accordance with this SOWs requirements/timeframes.

C.12.0 INTENDED USE: The intent of this SOW is to obtain a list of all components that make up any sub kit or set of the FCSS for inclusion in the Supply Catalog and to post on the PM SKOT Warranty Website.

C.12.1 CDRL: Contract Data Requirements List. The solicitation/contract may have a separate data item CLIN for this digital list requirement so that this cost doesnt become a hidden cost

C.13.0 PRODUCT VERIFICATION INSPECTION/APPROVAL (CONTRACTOR TESTING)

C.13.1 The Product Verification Inspection (PVI) shall consist of one (1) Small Arms Shop Set (SASS), which shall be examined and tested in accordance with contract requirements and the Description for Purchase (DFP) 656A, and in accordance with CDRL A003.

C.13.2 The PVI units shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production.

C.13.3 The Contractor shall provide to the Procuring Contracting Officer at least 15 calendar days advance notice (in writing) of the scheduled date, time and location of the PVI, so that the Government may witness the tests. Those inspections (if any) which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch (es) from which the PVI units are selected.

C.13.4 A PVI Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including suppliers and vendors inspection records and certifications, when applicable). The PVI Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each DFP requirement. Evidence of the Governments Quality Assurance Representatives (QAR) verification shall be provided. Within seven (7) calendar days from the PVI completion, one copy of the PVI Test Report shall be submitted in accordance with CDRL A003.

**Name of Offeror or Contractor:**

C.13.5 Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the Product Verification Inspection. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the DFP and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

C.13.6 If the PVI is disapproved, the Contractor, upon Government request, shall repeat any or all of the PVI requirements. After each request for additional PVI, the Contractor shall make any necessary changes, modifications, or repairs to the test units or select other new sample units for testing. All costs related to these PVI are to be borne by the Contractor, including any and all costs for additional PVI following disapproval. The Contractor shall then conduct the PVI and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government will take action on this report within the time specified in paragraph C.13.5 above. The Government reserves the right to require a downward equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these repeat PVI.

C.13.7 If the Contractor fails to deliver any PVI report on time, or the Contracting Officer disapproves any PVI test report, the Contractor may be deemed to have defaulted within the meaning of FAR Clause 52.212-4, paragraph I, which is incorporated in this contract.

C.13.8 Unless otherwise provided in the contract and if the approved PVI units are not damaged or destroyed in testing, the Contractor may deliver the approved PVI units as part of the contract quantity if they meet all contract requirements for acceptance.

C.13.8.1 The Contractor may deliver a PVI tested item with minor damage as part of the contract quantity for a Production Verification Test Asset. This contract deliverable shall have a complete functional tool load. The tool cabinet provided under this deliverable can have scuff marks or dents (from testing) as long as the function of the tool cabinet is not degraded.

C.13.9 If the Government does not act within the time specified in paragraph C.13.5 or C.13.6 above, the Contracting Officer may, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

C.13.10 Before PVI approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before PVI approval, the costs thereof shall not be allocable to this contract for

(1) Progress payments, or

(2) Termination settlements if the contract is terminated for the convenience of the Government.

C.13.11 Additional PVI or portion thereof may be ordered by the Contracting Officer in writing when (i) whenever there is a lapse in production for a period in excess of 90 days, or (ii) whenever a change occurs in place of performance, manufacturing process, material used, specification or source of supply. When conditions (i) or (ii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for additional PVI or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional PVI resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

**C.14.0 TOOL KIT WARRANTY LIST**

C.14.1 PURPOSE: This Statement of Work (SOW) is applicable to the delivery by the contractor of a warranty excel list as provided within the solicitation/contract. The intent of this SOW is to obtain a list of all components and applicable warranty information: Lifetime, Original (and length), or no warranty. This information will be posted on the PM SKOT Warranty Website after award of the contract.

C.14.2 APPLICABLE DOCUMENTS: Description for Purchase (DFP) DFP 656, PARA 3.2.6 Small Arms Shop Set.

**C.14.3 REQUIREMENTS:**

C.14.3.1 List: The offeror shall state the length and terms of the DFP-656A 2 December 2013 warranties in response to the solicitation. Lifetime warranty shall be unconditional regardless of fault by either party. The contractor shall submit a complete list of the tool warranties for all items in accordance with CDRL A004.

C.14.3.2 Format: The list should be provided in Microsoft Excel format.



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**Name of Offeror or Contractor:**

## PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.211-4503 TACOM (RI)	PACKAGING REQUIREMENTS (COMMERCIAL)	DEC/2007

The preservation, packing, and marking requirements for the item identified above shall be accomplished in accordance with the performance requirements defined herein.

The following Packaging requirements shall apply:

Preservation: COMMERCIAL  
Level of Packing: COMMERCIAL  
Quantity Per Unit Package: 1

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

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

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

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

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

3. Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

4. Intermediate Package - Intermediate packaging is required whenever one or more of the following conditions exists:

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

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

5. Packing

5.1 Unit packages and intermediate packages meeting the requirements for a shipping container may be utilized as a shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

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

6. 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 pallet shall be 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.

7. Marking:

**Name of Offeror or Contractor:**

7.1. All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 4, dated 19 Sep 2007 including bar coding and a MSL label. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract 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 UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the unit load.

## 8. Hazardous Materials (as applicable):

8.1 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.)

8.2 When applicable, the packaging and marking for hazardous material shall comply with the requirements 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/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).

8.3 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.

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

9. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. . Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

In addition, wood used as dunnage for blocking and bracing, to include ISO containers, shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

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

11. SUPPLEMENTAL INSTRUCTIONS: Paragraphs 5.1 and 5.2 of TACOM-ARDEC-RI Local Clause DS6421, apply to each component of the kit for unit packaging. Manuals, parts lists, and warranty information shall be packed in sealed water proof packaging that is reusable, i.e. zip lock bag in accordance with Paragraph 3.3 of DFP. Each component unit package shall be marked in accordance with 4.1.1 of MIL-STD-129P and any additional identification as required.

Unit packages of like or similar items shall be consolidated into a single package or box as practical. Unit and consolidated packages shall be limited to 40 lbs as possible, (see clause above for intermediate packaging). Segregation of items within a kit shall be accomplished by wraps, bags, dividers, boxes, container separations, tubes, skin or blister packs or other approved means. Items of a delicate nature shall not be subjected to damage from rugged items contained within the same package. Non-critical items of odd shapes or having sharp protrusions will not damage protective barriers. Items of dissimilar metals subject to damage from electrolytic action shall be insulated with suitable material to prevent forming of galvanic cells. Electromagnetic and electrostatic sensitive items shall be provided protection from degradation with electrostatic or electromagnetic protection materials conforming to military specification.

The unit package for the following items shall be a wooden box. If the unit package exceeds 100lbs, then it shall be provided with skids.

Item

Paragraph



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**Name of Offeror or Contractor:**

## 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	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
3	52.246-4534 TACOM LCMC (RI)	PERFORMANCE VERIFICATION TESTING (CONTRACTOR FACILITY)	DEC/1997

(a) Subsequent to completion of both contractor and Government inspection/verification actions, a test sample consisting of 1 Complete Set IAW DFP 656A from initial sample to prior to authorization for full production of the Small Arms Shop Set shall be selected by the Government Quality Assurance Representative (QAR) for all requirement in the DFP 656A and contract. This 1 Test Sample must be ready to test 120 Days after Award.

(b) The test shall be conducted at the contractor's facility. A copy of the contractor's inspection/test results shall be provided with the test sample. The contractor shall notify the Contracting Officer in writing at least 15 calendar days prior to initiation of the (each) test. The contractor shall also provide a copy of such notification to 30 calendar days and to the QAR.

(c) The test sample shall be examined and/or tested within 30 calendar days.

(d) Within 30 days after receipt of the test report, the Contracting Officer (or designated representative) shall provide notification to the Contractor as to the approval, disapproval, or conditional approval of the performance verification test. Unless authorized by the Contracting Officer, the lot from which the test sample was taken shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the Performance Verification Test samples have been approved/conditionally approved.

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

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

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

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

(ES6041)

(End of Clause)

4	52.211-4029 (TACOM)	INTERCHANGEABILITY OF COMPONENTS	MAY/1994
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(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.



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(b) Application: Ground Combat Vehicle Welding Code - Aluminum, Drawing Number 12472301. For this procurement, this weld code supercedes the following welding codes: MIL-STD-2219, DRAWING 12309000, and ANSI/AWS D1.2.

(c) To access the following weld codes, please see the TACOM Procurement Network at [http://contracting.tacom.army.mil/engr/gcv\\_weldingcodes.htm](http://contracting.tacom.army.mil/engr/gcv_weldingcodes.htm)

Ground Combat Vehicle Welding Code Steel, Drawing 12479550  
Ground Combat Vehicle Welding Code Aluminum, Drawing 12472301

[End of Clause]

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

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**Name of Offeror or Contractor:**

## 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	252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP/2010
6	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JUN/2013

(a) Definitions. As used in this clause

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

"DoD unique item identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

**Name of Offeror or Contractor:**

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"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

- (1) The Contractor shall provide a unique item identifier for the following:
  - (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more.
  - (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
____N/A_____	N/A_____
____N/A_____	N/A_____
____N/A_____	N/A_____

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number N/A.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

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(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall

(A) Determine whether to

- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

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(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if concatenated unique item identifier is used).\*\*

(5) Enterprise identifier (if concatenated unique item identifier is used).\*\*

(6) Original part number (if there is serialization within the original part number).\*\*

(7) Lot or batch number (if there is serialization within the lot or batch number).\*\*

(8) Current part number (optional and only if not the same as the original part number).\*\*

(9) Current part number effective date (optional and only if current part number is used).\*\*

(10) Serial number (if concatenated unique item identifier is used).\*\*

(11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at

[http://www.acq.osd.mil/dpap/pdi/uid/data\\_submission\\_information.html](http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html).

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

7 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION

SEP/2011

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

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

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

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

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

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

**Name of Offeror or Contractor:**

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

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

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

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

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

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

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

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

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

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

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

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

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

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

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

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

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

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

Contract line,  
subline, or exhibit Location name City State DoDAAC  
line item number

**Name of Offeror or Contractor:**

0011AA NEW CUMBERLAND FACILITY NEW CUMBERLAND PA W25G1U  
 0012AA 2001 NORMANDY DRIVE  
 0013AA DOOR 113 TO 134  
 0014AA  
 0015AA

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

(i) Shipments of bulk commodities.

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

(c) The Contractor shall--

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

(2) Use passive tags that are readable; and

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

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

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

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

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

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

8 52.242-4457 DELIVERY SCHEDULE FOR DELIVERY ORDERS SEP/2008  
 (TACOM)

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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



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

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**Name of Offeror or Contractor:**

		25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	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 Standard Point Locator Code.

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

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

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

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

[End of Clause]

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

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**Name of Offeror or Contractor:**

## CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	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]

2	52.232-4087	PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)	AUG/2012
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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.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

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## SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	AUG/2012

(a) All contract awards, modifications and delivery orders issued by Army Contracting Command - Warren (DTA) will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) System for Award Management (SAM). The SAM registration process may be done electronically at the World Wide Web (WWW) site: <https://www.sam.gov/portal/public/SAM>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate Army Contracting Command - Warren webpage:

Warren: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](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](mailto:usarmy.detroit.acc.mbx.wrn-web-page@mail.mil) or by calling (586) 282-7059.

## SECTION H SPECIAL CONTRACT REQUIREMENTS

## H.1 WARRANTY AND REPLACEMENT ITEMS:

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

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

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

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

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

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

iv. Obtain Contracting Officer approval and funding authorization if the item is not covered under warranty.

(d) Under the PM-SKOT Warranty Web Site program, if the Contractor wishes to have the broken/damaged item returned to any

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location, it will be at the Contractors expense. The Government will not pay additional costs associated with the shipping of such items since transportation costs are to be included in the unit prices of this contract in accordance with the solicitation requirements.

(e) Subject to the Disputes Clause of this contract, 52.233-1, the Contracting Officer reserves the right to review and reject Warranty Determinations of non-coverage and deny payment (or reverse credit card transactions) relative to such determinations.

(f) The Contractor shall monitor the commercial availability of the components provided under this contract to ensure that identical replacement components or approved substitutions (by the Contracting Officer) are readily available to meet delivery requirements. This would not allow utilizing refurbished parts in accordance with clause 52.211-4047, NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL, of the contract.

(g) The Contractor shall communicate to the product users the identity of warranted items via a placard or data plate permanently attached inside the container/tool box. This can be accomplished by attaching either a new placard/data plate or revising the existing one with the PM SKOT information as shown below. The placard/data plate shall include the date of manufacture. Warranty claim contact information for the soldier is as follows:

Enter Warranty Claims at Website: <https://pmskot.army.mil>  
Or  
Toll Free: 1-877-4-PMSKOT  
(1-877-476-7568)  
DSN: 273-3667 / CM: 586-239-3667  
Email: USARMY.DETROIT.PEO-CS-CSS.MAIL.PM-SKOT@MAIL.MIL

(h) DISPUTES. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights the Government may have under any other clause of the contract. Disputes arising under this clause will be resolved in accordance with the clause of this contract entitled "Disputes," 52.233-1.

(i) REPLACED COMPONENTS. Any components furnished in replacement shall also be subject to the conditions of this clause to the same extent as supplies initially accepted, in accordance with clause 52.212-4 of the contract. The warranties, with respect to these components shall be the same as the components they replace.

(j) In the event a tool is replaced due to non-availability, obsolete, etc., and the substitution is approved by the Contracting Officer, the Contractor shall update tool locators with the new pictures and send them to PM-SKOT Warranty Administrator USARMY.DETROIT.PEO-CS-CSS.MAIL.PM-SKOT@MAIL.MIL within five (5) business days.

H.2

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

This ECA Certificate purchase information is provided as a convenience to our industry partners and does not constitute endorsement of particular commercial entities by the TACOM Life Cycle Management Command, Product Manager Sets, Kits, Outfits, and Tools (PM-SKOT), the United States Department of the Army, or the Department of Defense. We do not exercise any control over the information you may find at these sites or the security of these sites; responsibility for such remains with the individual companies represented.

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## 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	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
12	52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES	OCT/2008
13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
14	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
17	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	FEB/2012
18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
19	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
20	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
22	52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV/2011
23	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
24	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
26	52.222-26	EQUAL OPPORTUNITY	MAR/2007
27	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
28	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
29	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
30	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
31	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
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	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
35	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
36	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
37	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
38	52.232-1	PAYMENTS	APR/1984
39	52.232-11	EXTRAS	APR/1984
40	52.232-17	INTEREST	OCT/2010
41	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
42	52.232-25	PROMPT PAYMENT	OCT/2008
43	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
44	52.233-1	DISPUTES	JUL/2002
45	52.233-3	PROTEST AFTER AWARD	AUG/1996
46	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
47	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
48	52.242-13	BANKRUPTCY	JUL/1995
49	52.243-1	CHANGES--FIXED PRICE	AUG/1987
50	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
51	52.246-23	LIMITATION OF LIABILITY	FEB/1997
52	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
53	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
54	52.248-1	VALUE ENGINEERING	OCT/2010
55	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
56	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
57	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
58	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-	DEC/2008

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		RELATED FELONIES	
59	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
60	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
61	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
62	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
63	252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION	FEB/2013
64	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
65	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
66	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
67	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
68	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
69	252.216-7004	AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL	SEP/2011
70	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
71	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
72	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
73	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
74	252.225-7013	DUTY-FREE ENTRY	JUN/2012
75	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
76	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
77	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
78	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
79	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
80	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
81	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
82	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
83	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) -- ALTERNATE III (MAY 2002)	MAY/2002
84	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
85	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:

\_X\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

\_X\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

    (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_X\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

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

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

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

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)(section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

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

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

(11) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 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).

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- (27) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)(29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (39) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).
- (40)(i) 52.225-3, Buy American Act Free Trade Agreements -- Israeli Trade Act (NOV 2012) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- (ii) Alternate I (MAR 2012) of 52.225-3.
- (iii) Alternate II (MAR 2012) of 52.225-3.
- (iv) Alternate III (NOV 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (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).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(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 necessary to satisfy its contractual obligations.

(End of Clause)

86

52.216-19

ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 3, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 100;

(2) Any order for a combination of items in excess of 100; or

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

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

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

(End of Clause)

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87            52.216-21            REQUIREMENTS            OCT/1995

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6.5 years.

(End of Clause)

88            252.212-7001            CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS            MAR/2013

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

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

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

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

(2)  252.203-7003, Agency Office of the Inspector General (DEC 2012) (section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

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

(4)  252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (AUG 2012) (15 U.S.C. 637).

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

(6)(i)  252.225-7001, Buy American Act and Balance of Payments Program (DEC 2012) (41 U.S.C. 10a-10d, E.O. 10582).

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

(7)  252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013) (10 U.S.C. 2533b).

(8)  252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (MAR 2013) (10 U.S.C. 2533b).

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- (9)   X   252.225-7012, Preference for Certain Domestic Commodities (FEB 2013) (10 U.S.C. 2533a).
- (10)   X   252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11)        252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (Jun 2011) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12)        252.225-7017, Photovoltaic Devices (DEC 2012) (Section 846 of Pub. L. 111-383).
- (13)(i)        252.225-7021, Trade Agreements (DEC 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii)    Alternate I (OCT 2011) of 252.225-7021.
- (iii)    Alternate II (OCT 2011) of 252.225-7021.
- (14)        252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15)        252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i)        252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (DEC 2012) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii)    Alternate I (JUN 2012) of 252.225-7036.
- (iii)    Alternate II (NOV 2012) of 252.225-7036.
- (iv)    Alternate III (JUN 2012) of 252.225-7036.
- (v)    Alternate IV (NOV 2012) of 252.225-7036.
- (vi)    Alternate V (NOV 2012) of 252.225-7036.
- (17)        252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18)        252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19)   X   252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (20)        252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21)        252.227-7015, Technical Data--Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22)        252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012) (10 U.S.C. 2321).
- (23)        252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24)    252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (25)        252.237-7019, Training for Contractor Personnel Interacting with Detainees (DEC 2010) (Section 1092 of Public Law 108-375).
- (26)   X   252.243-7002, Requests for Equitable Adjustment (DEC 2012) (10 U.S.C. 2410).
- (27)        252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).
- (28)        252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (29)(i)   X   252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii)    Alternate I (MAR 2000) of 252.247-7023.

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(iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(30) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(31) \_\_\_ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

89            252.216-7006            ORDERING

MAY/2011

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from "Date of Contract Award" through Five years from the Date of Contract Award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

90            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

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Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.

(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)

91            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).

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(End of Clause)

92            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)

93            252.223-7001            HAZARD WARNING LABELS            DEC/1991

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

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

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

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

MATERIAL (If None, Insert None.)            ACT


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

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

(End of clause)

94            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:

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<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]

95	52.216-4021 (TACOM)	REQUIREMENTS DEFINITION	JUN/2005
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"Supplies" as used in FAR 52.216-21, entitled Requirements, is hereby defined as new supplies. It does not include rebuilt or remanufactured items.

[End of Clause]

96	52.219-4070	PILOT MENTOR-PROTEGE PROGRAM	APR/2006
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(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

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

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

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

or

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

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

[End of Clause]

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## LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	DIGITAL IMAGING	25-APR-2013	001	DATA
Exhibit B	TOOL KIT SUBSET COMPONENT LIST	14-MAY-2013	002	DATA
Exhibit C	PRODUCT VERIFICATION INSPECTION TEST REPORT	24-APR-2013	001	DATA
Exhibit D	TOOL KIT WARRANTY LIST	18-DEC-2013	002	DATA
Attachment 0001	DESCRIPTION FOR PURCHASE 656A	02-DEC-2013	076	DATA
Attachment 0002	TOOL KIT COMPONENT LIST	20-MAR-2014	002	DATA
Attachment 0003	REPLACEMENT ITEM COST AND WARRANTY SPREADSHEET	20-MAR-2014	004	DATA
Attachment 0004	PRICE EVALUATION SHEET	20-MAR-2014	001	DATA

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## REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-7	CENTRAL CONTRACTOR REGISTRATION	DEC/2012
2	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
3	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	DEC/2012
4	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
5	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
6	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
7	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	DEC/2012

(a)(1) The North American Industry Classification System (NAICS) code For this acquisition is 332216.

(2) The small business size standard is 500.

(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.

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(vii) 52.214-14, Place of Performance Sealed 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.

(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 USDA designated 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, EPA designated 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.

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- \_\_\_ (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.
- \_\_\_ (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)

8                      52.207-4                      ECONOMIC PURCHASE QUANTITY-SUPPLIES                      AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE	TOTAL
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**Name of Offeror or Contractor:**

QUOTATION

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Governments requirements indicate that different quantities should be acquired.

(End of Provision)

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52.209-7

INFORMATION REGARDING RESPONSIBILITY MATTERS

FEB/2012

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a

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business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(End of provision)

10 52.212-3 OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2012) - ALTERNATE I (APR 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certificates electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certificates electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation" as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

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(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

**"Sensitive technology"--**

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

**"Service-disabled veteran-owned small business concern"--**

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"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 size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-- Commercial Items, have been entered or updated in 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 paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. 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. 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 electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it  
\_\_\_ is,  
\_\_\_ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  
\_\_\_ is,  
\_\_\_ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  
\_\_\_ is,  
\_\_\_ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it  
\_\_\_ is,  
\_\_\_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  
\_\_\_ is,  
\_\_\_ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It \_\_\_ is, \_\_\_ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:]

\_\_\_\_\_  
\_\_\_\_\_

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It \_\_\_ is, \_\_\_ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:]

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it \_\_\_ is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either

(A) It \_\_\_ is, \_\_\_ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It \_\_\_ has, \_\_\_ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It \_\_\_ is, \_\_\_ not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(8) of this provision.) [The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

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

(ii) It  has,  has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American

**CONTINUATION SHEET**

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**PIIN/SIIN** W56HZV-13-R-0099

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**Name of Offeror or Contractor:**

Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.                      COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled Buy American Act -- Free Trade Agreements -- Israeli Trade Act. The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.                      Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled Buy American Act -- Free Trade Agreements -- Israeli Trade Act:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act':

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**Name of Offeror or Contractor:**

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act``:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled Trade Agreements.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) \_\_\_ Are, \_\_\_ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) \_\_\_ Have, \_\_\_ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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(3) \_\_\_ Are, \_\_\_ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) \_\_\_ Have, \_\_\_ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

(1) [ ] In the United States (Check this box if the total anticipated price of offered end products manufactured outside the United States); or

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**Name of Offeror or Contractor:**

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1)  Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2)  Certain services as described in FAR 22.1003-4(d)(1). The offeror  does  does not certify that

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\* TIN: \_\_\_\_\_.

\* TIN has been applied for.

\* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

**Name of Offeror or Contractor:**

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\* Sole proprietorship;

\* Partnership;

\* Corporate entity (not tax-exempt);

\* Corporate entity (tax-exempt);

\* Government entity (Federal, State, or local);

\* Foreign government;

\* International organization per 26 CFR 1.6049-4;

\* Other \_\_\_\_\_.

(5) Common parent.

\* Offeror is not owned or controlled by a common parent;

\* Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations--

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/tllsdsn.pdf>).

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(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

11 52.225-18 PLACE OF MANUFACTURE

SEP/2006

(a) Definitions. As used in this clause

'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

'Place of manufacture' means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(End of provision)

12 252.209-7997 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX JAN/2013  
(DEV 2013- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW -- DOD  
00006) APPROPRIATIONS (DEVIATION 2013-00006)

(a) In accordance with section 101(a)(3) of the Continuing appropriations Resolution, 2013,(Pub. L. 112-175) none of the funds made available by that Act for general appropriations for DoD 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

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action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

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

(End of provision)

13	252.209-7998 (DEV 2012- 00007)	REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-00007)	MAR/2012
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(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State 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 further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

14	252.209-7999 (DEV 2012- 00004)	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004)	JAN/2012
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(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 [ ] 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 [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

15	52.215-4005 (TACOM)	MINIMUM ACCEPTANCE PERIOD	OCT/1985
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(a) ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

Name of Offeror or Contractor:

(b) The Government requires a minimum acceptance period of sixty (60) calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

[End of Provision]

16 52.215-4010 AUTHORIZED NEGOTIATORS (TACOM)

MAR/2013

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: \_\_\_\_\_
TITLE: \_\_\_\_\_
TELEPHONE NUMBER: \_\_\_\_\_
EMAIL ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_
TITLE: \_\_\_\_\_
TELEPHONE NUMBER: \_\_\_\_\_
EMAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_
\_\_\_\_\_

[End of Provision]

17 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) (TACOM)

OCT/2008

(a) Definitions.

(1) Class I and Class II Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), complete list provided at: http://www.epa.gov/ozone/science/ods/index.html.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Army cannot award any contract that directly or indirectly requires the use of CIODS without the approval of the Senior Acquisition Official, per current Army Policy the approval authority is the Army Acquisition Executive. Thus, no CIODS shall be used in meeting the requirements of this contract. If the use of CIODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

(c) No Class II Ozone Depleting Substances shall be required in the performance of this contract without government approval. If the use of Class II ODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

[End of Provision]

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**MOD/AMD**

**Name of Offeror or Contractor:**

18            52.225-4003            IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED            MAR/1990  
                  (TACOM)                    KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i)    [    ] I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$\_\_\_\_\_.

(ii)   [    ] I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

<u>Name</u>	<u>Address</u>	<u>Est. Value Of Subcontract</u>	<u>Est. Total of Levies Incl. In Price</u>
_____	_____	_____	_____
_____	_____	_____	_____

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

[End of Provision]

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**Name of Offeror or Contractor:**

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-6	BRAND NAME OR EQUAL	AUG/1999
2	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	FEB/2012
3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
4	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
5	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
6	52.216-27	SINGLE OR MULTIPLE AWARDS	OCT/1995
7	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
8	252.204-7011	ALTERNATIVE LINE-ITEM STRUCTURE	SEP/2011
9	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

10	52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE IV (OCT 2010)	OCT/2010
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(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: The contracting officer reserves the right to require the offeror to submit the information described in (1) below to determine reasonableness of the offered price(s). If that information is inapplicable or inadequate for determining price reasonableness, the contracting officer reserves the right to require the offeror to submit the information described in (2) below.

(1) The offeror shall, at a minimum, submit information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(a) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy of, or describe, current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(b) For catalog, price list or other items, evidence of prices charged customers in the commercial market, under similar circumstances. This may include copies of contracts (or invoices) with commercial customers to document the prices charged.

(2) If the contracting officer determines the submitted information to be inadequate, the offeror shall submit a breakdown of the elements of cost (material, labor, overheads, other direct costs, packaging, G&A, profit or fee, etc.) used in the development of (or to support) the proposed price. For each of these elements of cost, the contracting officer reserves the right to require the offeror to also provide enough supporting detail or rationale to enable the contracting officer to evaluate the reasonableness of the cost element(s) (FAR 15.403-1(c)(3)(ii)(c)).

(End of clause)

11	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

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12            52.233-2            SERVICE OF PROTEST            SEP/2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (Army Contracting Command Warren Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Warren, MI 48397-5000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

13            52.211-1            AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29            AUG/1998

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza SW  
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of Provision)

14            52.252-1            SOLICITATION PROVISIONS INCORPORATED BY REFERENCE            FEB/1998

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

15            52.252-5            AUTHORIZED DEVIATIONS IN PROVISIONS            APR/1984

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

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

(End of clause)

## Name of Offeror or Contractor:

16	52.211-4047 (TACOM)	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)	DEC/2004
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(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

## (b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. Contractors who intend to offer other than new material are to fill out the Other Than New Material Worksheet at: [http://contracting.tacom.army.mil/acqinfo/OT\\_NEW\\_MATERIAL.htm](http://contracting.tacom.army.mil/acqinfo/OT_NEW_MATERIAL.htm) . Form must be completely filled out and is to accompany your offer.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

17	52.215-4003 (TACOM)	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)	MAY/2011
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(a) Unless specifically authorized elsewhere in this solicitation, paper offers will not be accepted. The term "handcarried offers" generally refers to offers contained on electronic media, which we recognize may be delivered "by hand." Handcarried offers must be delivered to Building 255.

(b) Handcarried offers, including disks or other electronic media, shall be addressed to:

U.S. Army Contracting Command - Warren  
Bid Room, Bldg 231, Mail Stop 303  
6501 East 11 Mile Road  
Warren, MI 48397-5000

(c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Offer Receipt Office at the above address.

(d) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(e) Handcarried offers must be delivered to Building 255. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and

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follow security officer directions to the Receiving Dock in Building 255. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Offer Receipt Office in Building 231.

(f) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(g) Packages must be delivered to Building 255 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

18 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

19 52.227-7001 NON-DISCLOSURE STATEMENTS NOV/2009  
TACOM (RI)

Approval of a Non-Disclosure Agreement (NDA) is REQUIRED before the technical data package (TDP) for this solicitation can be viewed. It can take up to 24 hours after approval before you will be able to access the TDP on the WEB site.

The appropriate NDA can be found at [https://aais.ria.army.mil/aais/Padds\\_web/index.html](https://aais.ria.army.mil/aais/Padds_web/index.html). Click on the attachment, complete it, have it signed by an officer of your company and submit it via email to the buyer shown on page one of the solicitation. Contact the buyer if you have any questions or problems.

(LS7027) (End of clause)

20 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES OCT/2006

(a) Policy:

A protest to a U.S. Army Materiel Command forum is a protest to the agency, within the meaning of FAR 33.103. The HQAMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest:

An AMC Protest may be filed with either, but not both:

1. the contracting officer designated in the solicitation for resolution of protests, or,
2. HQAMC at the address designated below.

(c) Election of Forum:

After an interested party protests an AMC procurement to HQAMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQAMC-level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority:

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The AMC command counsel is designated as the HQAMC protest decision authority. In the absence of the command counsel, the deputy command counsel is designated as the HQAMC protest decision authority.

(e) Time for Filing a Protest:

A HQAMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQAMC Office Hours are 8:00 AM to 4:30 PM Eastern Standard Time. Time for filing any document expires at 4:30 PM, Eastern Standard Time on the last day on which such filing may be made.

(f) Form of Protest:

HQAMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a detailed statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

## (g) Processing of HQAMC-Level Protests

## (1) To file an AMC-level protest, send the protest to:

Headquarters U.S. Army Materiel Command  
Office of Command Counsel  
4400 Martin Road  
Rm: A6SE040.001  
Redstone Arsenal, AL 35898-5000  
Fax: (256) 450-8840

Packages sent by FedEx or UPS should be addressed to:

Headquarters U.S. Army Materiel Command  
Office of Command Counsel  
4400 Martin Road  
Rm: A6SE040.001  
Redstone Arsenal, AL 35898-5000  
Fax: (256) 450-8840

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:

<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

(2) Within 10 working days after the protest is filed, the contracting officer, with the assistance of legal counsel, shall file with the HQAMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQAMC protest decision authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQAMC protest decision authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within one working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQAMC prior to award, a contract may not be awarded unless authorized by the HQAMC director of contracting, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQAMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.506, the contracting officer shall suspend performance. The HQAMC director of contracting may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQAMC protest decision authority.

**Name of Offeror or Contractor:**

## (i) Remedies:

The HQAMC protest decision authority may grant any one or combination of the following remedies:

- a. terminate the contract;
- b. re-compete the requirement;
- c. issue a new solicitation;
- d. refrain from exercising options under the contract;
- e. award a contract consistent with statute and regulation;
- f. pay appropriate costs as stated in FAR 33.102(b)(2);
- g. such other remedies as HQAMC protest decision authority determines necessary to correct a defect.

[End of Clause]

21	52.245-4002 (TACOM)	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING	MAR/1996
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(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

## INSTRUCTIONS TO OFFERORS

## L.1 Proposal Instructions and Content

Proposals shall be submitted in accordance with (IAW) the requirements of this solicitation and the instructions set forth below. All information necessary for the review and evaluation of a proposal is to be contained in the proposal volumes set forth below. Proposals should be specific, complete and clearly state how you will meet the requirements of the solicitation. The offerors proposal, as required by this section, shall be evaluated as set forth in Section M of this solicitation. The Government will not assume the offeror possesses any capability, understanding, or commitment not specified in its proposal. Sufficient substantiation should be submitted for the Government to determine that your offer clearly meets all the requirements of the solicitation.

**Name of Offeror or Contractor:**

L.1.1 The offerors proposal shall be separated into three volumes to facilitate review by the Government. The offerors proposal shall consist of the following volumes:

- (1) Volume 1: Certifications & Representations
- (2) Volume 2: Technical Factor
- (3) Volume 3: Pricing Factor

L.1.2 Period for Acceptance of Offers

This paragraph serves as an addendum that modifies paragraph (c) of FAR 52.212-1 titled Instructions to Offerors Commercial Items. Paragraph (c) is modified to say that the offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers in the solicitation.

L.1.3 Award Without Discussions

IAW FAR 52.212-1, the Government intends to evaluate proposals and award a contract without discussions with offerors. The offerors initial proposal should contain the offerors best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. The burden of providing thorough and complete information remains with the offerors. The Government is not obligated to make another request for the required information nor does the Government assume the duty to search for data to cure problems it finds in proposals.

L.1.4 Berry Amendment Notice

Hand or measuring tools listed in Federal supply classifications 51 and 52 are subject to the Berry Amendment and shall be Berry Amendment Compliant.

IAW DFARS PGI 225.7002-1(b), the term produced in the United States with respect to hand or measuring tools is defined as follows:

(1) The hand or measuring tool was assembled in the United States out of components, or otherwise made from raw materials into the finished product that is to be provided to the Government.

(2) If a hand or measuring tool was assembled in a country other than the United States, then disassembled and reassembled in the United States, the hand or measuring tool was not produced in the United States.

(3) The requirement to buy hand or measuring tools produced in the United States does not impose any restriction on the source of the components of the hand or measuring tools. This is unlike the Berry Amendment restriction on clothing (see 225.7002-1(a) (2)), which explicitly requires domestic source for the materials and components of clothing (other than unusual components such as sensors or electronics), as well as the additional separate restrictions on various types of fibers and fabrics that might be components of the clothing.

(4) Since the acquisition of the hand or measuring tools is also subject to the Buy American Act (see FAR 25.1), then in order to qualify as a domestic end product, the cost of the components mined, produced, or manufactured in the United States or a qualifying country, must exceed 50 percent of the cost of all the components of the hand or measuring tool.

L.2. Volume I/Certification & Representations

In this volume Offerors shall include the following:

L.2.1 A scanned image of a signed copy of the SF 1449 cover page signed by a person authorized to sign proposals on behalf of the Offeror. Fill-in blocks on the SF 1449 include blocks 12, 17, 30a, 30b, and 30c.

L.2.2 One copy of this solicitation with all fill-ins completed. Offerors must include a completed copy of the provision at FAR 52.212-3, Alternate I, Offeror Representations and Certifications-Commercial Items. System for Award Management (SAM) certifications need not be separately submitted.

L.2.3 For other than US Small Business concerns, a Small Business Subcontracting Plan IAW FAR 52.219-9.

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L.3 Volume II/Technical Factor

The Technical Factor includes two SubFactors: 1) Tool Component List and 2) Tool Layout.

L.3.1 Offerors shall carefully review the requirements of the Description for Purchase (DFP) 656A for the Small Arms Shop Set, as well as Section C of the Solicitation. This solicitation includes requirements for the required items to be provided on a Brand Name or Equal basis, IAW FAR 11.104 and the FAR provision 52.211-6 incorporated into this solicitation. For the purposes of this RFP, the term Brand Name or Equivalent, as cited in the DFP, means the same as Brand Name or Equal.

L.3.1.1 SubFactor 1 Tool Component List

Offerors shall complete Attachment 0002, Tool Component List. The offeror may propose to supply either the Brand Name item or may propose an Equal item by filling in all the yellow highlighted fields. In the case where the offeror elects to propose a Brand Name, the offeror shall complete columns F and G in Attachment 0002. In the case where the offeror proposes an Equal item, the offeror shall complete columns K, L,M,N, and O in Attachment 0002, and ensure the offered Equal item clearly meets requirements by having the same form, fit, and function as the Brand Name item, and the offered item clearly meets the commercial item descriptions (CIDS) cited in Section 3 of the DFP. Offerors are not authorized to modify attachment 2 or create their own spreadsheet and call it Attachment 2.

L.3.1.1.1 Substantiating Technical Support Information.

Where the offerors proposes a Brand Name item, no further proposal substantiating technical support information is required in the proposal.

However, for each Equal item proposed, the offeror shall submit substantiating technical support information. The substantiating technical support information shall be sufficient for the Government to conclude that each proposed Equal item clearly meets requirements by having the same form, fit, and function and the offered item clearly meets the commercial item descriptions (CIDS) cited in Section 3 of the DFP. Substantiating data may include:

- (1) Catalog descriptions/marketing literature - shall include the manufacturer's name, manufacturer's part number, a picture, and a short description of the item.
- (2) Technical literature - shall include detailed product information normally found in manufacturer's specification sheets and technical manuals.
- (3) Drawings/figures - shall include drawings and/or figures of the contractor's proposed design. Note that more than one requirement may be highlighted within a single drawing/figure.
- (4) Test reports - shall clearly indicate the company conducting the test. Reports shall clearly be marked to point out which requirements are being proven by that particular report.
- (5) Additional relevant technical information that is available in the industry and is applicable to the requirement.

Written manufacturer responses - shall be in paragraph form in email format or signed letterhead format and include technical characteristics of the requirements in the contractor's proposed design.

Offerors are not to assume that the Government has a particular catalog or marketing literature when evaluating proposals.

Hyperlinks or other links to websites will not be acceptable as technical evidence. Copy-pasted requirements from the DFP will not be acceptable as technical evidence. If the technical information fails to demonstrate that the items offered comply with the requirements of the DFP, the offerors proposal may be found unacceptable.

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L.3.1.1.2 If a proposal makes reference to a catalog or marketing literature, the catalog or marketing literature shall be provided with the proposal. The offered Equal items shall be clearly marked in the catalog, marketing literature or supporting documentation with the corresponding item paragraph number from Table 4 in the DFP. Substantiating technical support information shall also:

- (1) Be clearly and visibly labeled with the appropriate part number or paragraph number as required from Section 3 of the DFP (i.e. 3.16.1, 3.16.2, 3.16.11.1 etc.)
- (2) Be clearly and visibly marked to indicate which item on each page is being offered. This may be done by circling, highlighting, starring, or marking the item in some other way to make it stand out from other items on the page not included in the offer.
- (3) Be sorted in ascending order IAW the DFP in whatever form of attachment that is submitted. (i.e. if one file is submitted for all components, the evidence in that file shall be sorted from beginning to end IAW the list in Section 3 of the DFP).

L.3.1.2 SubFactor 2 Tool Layout

Offerors shall submit a diagram or visual representation documenting that the tool chest layout, markings, and organizing liners clearly meet the configuration listed in paragraph 3.3, 3.4.1, 3.5, and Table 1 of the DFP.

L.4 Volume III/Price Factor

a. For CLINs 0011AA through 0015AA, the offeror shall provide firm fixed unit prices for each CLIN, Ordering Year, and Quantity Range on the Price Evaluation Sheet in Attachment 0004. RFP Attachment 0004 is structured with Range Pricing. Offerors must fill in all ranges, even if the prices are the same for each range within an Ordering Period. Transportation/Shipping costs (Continental United States ONLY) shall be incorporated into the proposed unit prices and are not a separately evaluated price related factor.

b. For CLIN 0021AA, the offeror shall provide the proposed price for the Product Verification Inspection Test on the Price Evaluation Sheet in Attachment 0004.

c. For CLINs 0031AA through 0035AA, the offeror shall first complete all of the yellow highlighted fields on the Replacement Item Cost and Warranty Spreadsheet (Attachment 0003) associated with the SKOT Warranty Website Program. For each Brand Name or Equal component listed in Attachment 0003, the information provided by the Offeror shall include (a) the manufacturer; (b) the part number; and (c) the unit price for each of the five years listed for a quantity of one. Transportation/Shipping costs (Continental United States ONLY) shall be incorporated into the proposed unit prices. Once Attachment 0003 has been fully completed, the offeror shall take the total price for all components listed in Attachment 0003, Row 400 for each CLIN and enter it into the appropriate yellow highlighted field in Attachment 0004 for that CLIN.

d. For CLIN 0041AA, the offeror shall enter the proposed price for the Data Items on the Price Evaluation Sheet in Attachment 0004.

e. All proposed prices shall be in U.S. Dollars. All proposed unit prices proposed shall be binding. Do not enter any Prices into RFP Section B.

f. In addition to the above information, the Government reserves the right, as a clarification or discussion under FAR 15.306, to request additional or more detailed price breakdown data to support its determination of price reasonableness.

\*\*\* END OF NARRATIVE L0001 \*\*\*

**Name of Offeror or Contractor:**

## EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.216-4006 (TACOM)	METHOD OF PRICE EVALUATION	NOV/2007

(a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

(b) If this solicitation contains quantities to be shipped FOB Origin, transportation cost will be evaluated as specified in the EVALUATION OF TRANSPORTATION COSTS provision elsewhere in this Section, and award will be made to the responsible offeror whose offer represents the lowest evaluated price including transportation costs, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

[End of Provision]

## EVALUATION CRITERIA

## M.1 Basis of Award

## 52.212-2 Evaluation COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price, and other factors considered. Award will be made to the lowest priced, technically acceptable proposal.

## M.1.1 Contractor Responsibility and Eligibility for Award

The Government will award a contract to the offeror that:

(a) Represents the best value to the Government resulting from the selection of the technically acceptable proposal with the lowest evaluated price,

(b) Submits a proposal that meets all the material requirements of this solicitation, and

(c) Meets all the responsibility criteria at FAR 9.104.

## M.2 Technical Factor

The Technical Factor includes the following two (2) SubFactors:

SubFactor 1: Tool Component List

SubFactor 2: Tool Layout

Technical Factor proposals will be evaluated on an Acceptable/Unacceptable basis. Proposals will be evaluated as follows:

Acceptable: Proposal clearly meets the minimum requirements evaluated under the Tool Spreadsheet and Tool Layout SubFactors, based on the requirements identified in L.3.1.1 "Tool Component List" and L.3.1.2 "Tool Layout."

Unacceptable: Proposal does not clearly meet the minimum requirements evaluated under the Tool Component List and Tool Layout SubFactors, based on the requirements identified in L.3.1.1 "Tool Component List" and L.3.1.2 "Tool Layout."

This assessment will be performed using the information submitted in response to Section L.3 of the solicitation, as well as, other technical information supplied by the offeror to support conformance of the supplies to the requirements (e.g. catalog descriptions/marketing literature, technical literature, written manufacturer responses, etc.) listed in L.3.1.

M.2.1 To be rated Acceptable under the Technical Factor and Technical SubFactors, every individual requirement listed under each SubFactor must be assessed as "Acceptable." An offerors proposal rated "Unacceptable" under any individual requirement listed under any of the SubFactors, regardless of an "Acceptable" rating of other requirements under that SubFactor, will be assessed as "Unacceptable" both under (a) that specific SubFactor and (b) the Technical Factor, as a whole. Proposals assessed as Unacceptable will not be eligible for award.

M.2.1.1 The offeror will not be awarded extra credit for exceeding the technical requirements outlined in the DFP and Section L.3 of the solicitation.

**Name of Offeror or Contractor:****M.3 Price Factor**

M.3.1 The Price Factor evaluation will consider the total evaluated price. The Price Factor will be assessed based upon total evaluated price to the Government to include an assessment of price reasonableness.

M.3.2 Reasonableness exists when the offered price does not exceed what would be incurred by a prudent person in the conduct of competitive business. The Government may make a determination of reasonableness using any of the price analysis techniques and procedures described in FAR Part 15.404-1, but reserves the right to utilize any data other than certified cost or pricing data submitted to the extent it is deemed necessary. The Government may reject a proposal which is not reasonable.

M.3.3 If the offeror fails to provide all the information specified in Section L.4 of the solicitation, it may render its proposal ineligible for award.

**M.4. Price Calculation**

a. The Government will evaluate offers based on the Total Evaluated Price, which is identified in Attachment 0004, Cell G37. The Total Evaluated Price is the sum of the Evaluated Prices for the Production Quantity CLINs (0011AA - 0015AA), the Product Verification Inspection Test CLIN (0021AA), the Replacement Item Cost CLINs (0031AA - 0035AA), and the Data Item CLIN (0041AA). Transportation/Shipping costs must be incorporated in the proposed unit prices and are not a separately evaluated price factor. The Evaluated Price for each CLIN is detailed below:

b. For each CLIN with range pricing (0011AA - 0015AA), the proposed average weighted unit price will be calculated by summing the result of applying the proposed unit price for each quantity range by its respective weighting (as identified in Attachment 0004). The Evaluated Price for each CLIN will then be developed by multiplying the average weighted unit price by the Estimated Annual Order Quantity for that CLIN. The weight associated with each range represents the likelihood that an order, if placed, would be placed within that range.

c. For CLIN 0021AA, the Evaluated Price is the proposed price for this CLIN.

d. For CLINs 0031AA - 0035AA, the Evaluated Price for each CLIN is total proposed price for all components in the CLIN (as calculated in Attachment 0003, Row 400).

e. For CLIN 0041AA, (which includes A001 for Digital Photo costs) the Evaluated Price is the proposed price for this CLIN.

f. If an offeror fails to submit unit prices for all Quantity Ranges, Ordering Years, and CLINS, then its proposal may be considered unacceptable and the Government may reject the proposal.

g. Unbalance Pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more years or contract line items is significantly over or understated as indicated by the application of cost/price analysis techniques. Offerors are cautioned that a proposal the Government assesses to be unbalanced as to cost, may be either rejected or unacceptable for award.

\*\*\* END OF NARRATIVE M0001 \*\*\*

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government issuing Contract Officer for the Contract/PR No. listed in Block E.

-----  
 A. CONTRACT LINE ITEM NO.: 0031 D. SYSTEM/ITEM...: SMALL ARMS SHOP SET (SASS)  
 B. EXHIBIT.....: A E. CONTRACT/PR NO.: TBD  
 C. CATEGORY.....: N/A F. CONTRACTOR.....: TBD

-----  
 1. DATA ITEM NO.....: A001  
 2. TITLE OF DATA ITEM: DIGITAL IMAGING  
 3. SUBTITLE.....: DIGITAL IMAGES FOR (SASS)  
 4. AUTHORITY.....: DI-MISC-81579  
 5. CONTRACT REFERENCE: DFP 656A  
 6. REQUIRING OFFICE..: PM-SKOT  
 7. DD250 REQ.....: LT  
 8. APP CODE.....: A  
 9. DIST. STMT. REQD..: A  
 10. FREQUENCY.....: ONCE  
 11. AS OF DATE.....: SEE BLOCK 16  
 12. DATE OF FIRST SUB.: SEE BLOCK 16  
 13. DATE OF SUBS. SUB.: SEE BLOCK 16

-----  
 14. DISTRIBUTION

A. ADDRESSEES

ARMY Contracting Command  
 SARAH L. DAVIS, CONTRACTING OFFICE  
 CCTA-HB M.S. 352  
 6501 E. 11 MILE ROAD  
 WARREN, MI. 48397-5000

mailto:SARAH.L.DAVIS.CIV@MAIL.MIL COPIES: 1 DRAFT, 1 FINAL REG

ELIZABETH TABLER, LOGISTICS MANAGEMENT SPECIALIST  
 PMSKOT/SFAE-CSS-FP-SK MS 640  
 29661 GEORGE AVENUE  
 BLDG 302/2ND FLOOR/RM211  
 HARRISON TWP, MI. 48045-4941

mailto:ELIZABETH.M.TABLER.CIV@MAIL.MIL COPIES: 1 FINAL REG.

B. COPIES

	DRAFT	FINAL	
		Reg	Repro
SFAE-CSS-JC-SK		1	
CCTA-HBA-T	1	1	
15. TOTAL:	1	2	

-----  
16. REMARKS:

Block 11 - 13: THE CONTRACTOR SHALL PROVIDE DIGITAL IMAGES ON A CD ROM TO THE GOVERNMENT 30 DAYS AFTER PRODUCT VERIFICATION TEST APPROVAL. THE GOVERNMENT WILL REVIEW THE DIGITAL IMAGES AND PROVIDE FEEDBACK TO THE CONTRACTOR WITH 15 DAYS OF RECEIPT OF ALL DIGITAL IMAGES. THE CONTRACTOR SHALL INCORPORATE THE GOVERNMENTS RECOMMENDED CHANGES, IF ANY, INTO THE DIGITAL IMAGES AND RESUBMIT TO THE GOVERNMENT NLT 15 DAYS AFTER RECEIPT OF GOVERNMENT RECOMMENDED CHANGES. THE CONTRACTOR SHALL PROVIDE A COPYRIGHT RELEASE LETTER ALONG WITH THE DIGITAL IMAGES. THE COPYRIGHT RELEASE LETTER SHALL STATE THAT ALL PHOTOS REQUIRED BY CDRL A001 MAY BE USED AND DISTRIBUTED IN A PUBLIC FORUM.

-----  
G. PREPARED BY: ELIZABETH TABLER  
H. DATE 25 April 2013

I. APPROVED BY: DAWN CARIE  
J. DATE 25 April 25

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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-----  
 A. CONTRACT LINE ITEM NO.: 0031 D. SYSTEM/ITEM....: SMALL ARMS SHOP SET (SASS)  
 B. EXHIBIT.....: A E. CONTRACT/PR NO.: TBD  
 C. CATEGORY.....: N/A F. CONTRACTOR.....: TBD  
 -----

1. DATA ITEM NO.....: A002  
 2. TITLE OF DATA ITEM: TOOL KIT SUBSET COMPONENT LIST  
 3. SUBTITLE.....: N/A  
 4. AUTHORITY.....: QPL-83507-11 NOT 1  
 5. CONTRACT REFERENCE: DFP 656A  
 6. REQUIRING OFFICE..: PM-SKOT  
 7. DD250 REQ.....: LT  
 8. APP CODE.....: A  
 9. DIST. STMT. REQD..: A  
 10. FREQUENCY.....: ONCE  
 11. AS OF DATE.....: N/A  
 12. DATE OF FIRST SUB.: SEE BLOCK 16  
 13. DATE OF SUBS. SUB.: N/A  
 -----

14. DISTRIBUTION A. ADDRESSEES

ARMY Contracting Command  
 SARAH L. DAVIS, CONTRACTING OFFICE  
 CCTA-HB M.S. 352  
 6501 E. 11 MILE ROAD  
 WARREN, MI. 48397-5000

mailto:SARAH.L.DAVIS.CIV@MAIL.MIL COPIES: 1 DRAFT, 1 FINAL REG

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 PMSKOT/SFAE-CSS-FP-SK MS 640  
 29661 GEORGE AVENUE  
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 HARRISON TWP, MI. 48045-4941

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B. COPIES

	DRAFT	FINAL	
		Reg	Repro
SFAE-CSS-JC-SK		1	
CCTA-HBA-T	1	1	
15. TOTAL:	1	2	

16. REMARKS:

THE CONTRACTOR SHALL SUBMIT A COMPLETE LIST OF THE TOOL KIT SUBSET COMPONENTS ELECTRONICALLY TO THE PERSONNEL LISTED IN BLOCK 14. THE LIST SHALL INCLUDE THE FOLLOWING FOR EACH COMPONENT: CAGE CODE, PART NUMBER, NOMENCLATURE AND UNIT OF ISSUE. THE FORMAT SHALL BE A MICROSOFT EXCEL SPREADSHEET. THE LISTED INFORMATION MUST BE CONSISTENT THROUGHOUT THE ENTIRE DATA SET.  
THE TOOL KIT SUBSETS WITH DFP REFERENCE ARE AS FOLLOWS:

- 3.4.51 DRILL BIT SET, 29 PIECE, 1/16 INCH TO 1/2 INCH
- 3.4.52 DRILL BIT SET, 60 PIECE, 135 DEGREE SPLIT POINTS
- 3.4.53 DRILL BIT SET, 1MM TO 13MM, 135 DEGREE SPLIT POINTS
- 3.4.69 MICROMETER SET
- 3.4.119 OFFSET SCREWDRIVER SET
- 3.4.120 TORX\ae SCREWDRIVER SET
- 3.4.122 T-HANDLE BALL SOCKET DRIVE HEX SET
- 3.4.133 INCH HEX BIT SOCKETS
- 3.4.134 METRIC HEX BIT SOCKETS
- 3.4.143 SOCKET WRENCH SET, 1/4 INCH SQUARE DRIVE
- 3.4.144 SOCKET WRENCH SET, 3/8 INCH SQUARE DRIVE
- 3.4.154 COMBINATION WRENCH SET, 7MM TO 24MM
- 3.4.155 COMBINATION WRENCH SET, 5/16 TO 1 INCH

Block 12: The Contractor shall submit the complete list of the Tool Kit Subset Components for Small Arms Shop Within 45 days of Contract Award.

-----  
G. PREPARED BY: ELIZABETH TABLER  
H. DATE 14 May 2013

I. APPROVED BY: DAWN CARIE  
J. DATE 14 May 2013

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government issuing Contract Officer for the Contract/PR No. listed in Block E.

-----  
A. CONTRACT LINE ITEM NO.: 0031 D. SYSTEM/ITEM...: SMALL ARMS SHOP SET  
B. EXHIBIT.....: A E. CONTRACT/PR NO.: TBD  
C. CATEGORY.....: N/A F. CONTRACTOR.....: TBD

-----  
1. DATA ITEM NO.....: A003  
2. TITLE OF DATA ITEM: TEST/INSPECTION REPORT  
3. SUBTITLE.....: PRODUCT VERIFICATION INSPECTION TEST REPORT  
4. AUTHORITY.....: DI-NDTI-80809B  
5. CONTRACT REFERENCE: SECTION 4 OF DFP 656A  
6. REQUIRING OFFICE..: PM-SKOT  
7. DD250 REQ.....: LT  
8. APP CODE.....: A  
9. DIST. STMT. REQD..: A  
10. FREQUENCY.....: ONCE  
11. AS OF DATE.....: SEE BLOCK 16  
12. DATE OF FIRST SUB.: SEE BLOCK 16  
13. DATE OF SUBS. SUB.: SEE BLOCK 16

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14. DISTRIBUTION A. ADDRESSEES

ARMY Contracting Command

SARAH L. DAVIS, CONTRACTING OFFICE  
CCTA-HB M.S. 352  
6501 E. 11 MILE ROAD  
WARREN, MI. 48397-5000

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ELIZABETH TABLER, LOGISTICS MANAGEMENT SPECIALIST  
PMSKOT/SFAE-CSS-FP-SK MS 640  
29661 GEORGE AVENUE  
BLDG 302/2ND FLOOR/RM211  
HARRISON TWP, MI. 48045-4941

mailto:ELIZABETH.M.TABLER.CIV@MAIL.MIL COPIES: 1 FINAL REG.

MICHAEL RIVERS, QUALITY TEAM LEAD  
PMSKOT/RDECOM ARDEC QESA RDAR-QEP-C  
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ROCK ISLAND, IL 61299-7300

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		Reg	Repro
SFAE-CSS-JC-SK		2	
CCTA-HBA-T	1	1	
	15. TOTAL:	1	3

-----  
16. REMARKS:

Block 11,12,13: The Contractor shall submit the Product Verification Inspection Test Report (PVI) 7 days prior to initial Delivery of the general purpose surveying set. The Government will review the PVI Test Report and provide feedback to the Contractor within 30 days of receipt of PVI test report.

-----  
G. PREPARED BY: ELIZABETH TABLER  
H. DATE 24 April 2013

I. APPROVED BY: DAWN CARIE  
J. DATE 24 April 2013



B. COPIES

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		Reg	Repro
SFAE-CSS-JC-SK		1	
CCTA-HBA-T	1	1	
15. TOTAL:	1	2	

16. REMARKS:

THE CONTRACTOR SHALL SUBMIT A COMPLETE LIST OF THE TOOL KIT WARRANTY ELECTRONICALLY TO THE PERSONNEL LISTED IN BLOCK 14.

THE EXCEL SPREADSHEET WILL CONTAIN THE FOLLOWING INFORMATION:

- DFP PARA #
- ITEM DESCRIPTION
- UNIT ISSUE
- QTY AND THE LENGTH OF WARRANTY FOR EACH COMPONENT THAT WILL BE PROVIDED FOR THE WARRANTY WEB SITE PROGRAM:
- L=ORIGINAL EQUIPMENT MANUFACTURER'S LIFETIME WARRANTY
- M=ORIGINAL EQUIPMENT MANUFACTURER'S WARRANT
- N=NO WARRANTY

G. PREPARED BY: ELIZABETH TABLER

H. DATE 18 December 2013

I. APPROVED BY: DAWN CARIE

J. DATE 18 December 2013

**PIIN/SIIN** W56HZV-13-R-0099

**MOD/AMD**

**ATT/EXH ID** Attachment 0002

**PAGE** 1