SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM

Offeror To Complete Block 12, 17, 23, 24, & 30

1. Requisition Number			Page 1 Of 96	
2. Contract No.	3. Award/Effective Date	4. Order Number	5. Solicitation Number W56HZV-14-R-0213	6. Solicitation Issue Date 2014JUL28
7. For Solicitation Information Call:	A. Name KYLE PLUTSCHUCK		B. Telephone Number (No Collect Calls) (586)282-7030	8. Offer Due Date/Local Time 2014AUG18 05:00pm

9. Issued By Code W56HZV

U.S. ARMY CONTRACTING COMMAND
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL

Email: KYLE.J.PLUTSCHUCK.CIV@MAIL.MIL

10. This Acquisition is ☐ Unrestricted OR ☒ Set Aside: 100 % For:

☒ Small Business
☐ Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program
☐ Hubzone Small Business
☐ Economically Disadvantaged Women-Owned Small Business (EDWOSB)
☐ Service-Disabled Veteran-Owned Small Business

NAICS: 336112

☐ 8(A)

Size Standard:

11. Delivery For FOB Destination Unless Block Is Marked
☒ See Schedule

12. Discount Terms

☒ **13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)** **13b. Rating** DOA4

14. Method Of Solicitation ☐ RFQ ☐ IFB ☒ RFP

15. Deliver To Code

SEE SCHEDULE

Telephone No.

16. Administered By Code

17a. Contractor/Offeror Code Facility

Telephone No.

18a. Payment Will Be Made By Code

☐ **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
☐ 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)

☒ **27a.Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached. Addenda** ☒ Are ☐ Are Not Attached.

☐ **27b.Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda** ☐ Are ☐ Are Not Attached.

☒ **28. Contractor Is Required To Sign This Document And Return** 1 **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.**

☐ **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
Partial Final			☐ Complete ☐ Partial ☐ 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

SUPPLEMENTAL INFORMATION

Buyer Name: KYLE PLUTSCHUCK
Buyer Office Symbol/Telephone Number: CCTA-HDB-N/(586)282-7030
Type of Contract: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

NOTE: THIS IS AN ACCELERATED SOLICITATION AND PROPOSALS ARE DUE ON OR BEFORE 18 AUG 2014, AT 5:00PM, WARREN, MICHIGAN, USA, LOCAL TIME

EXECUTIVE SUMMARY for
Toyota Land Cruiser vehicle variants
Requirements Contract

This Executive Summary is provided as a synopsis of important and relevant features in the Solicitation. If conflict exists between this summary and the provisions of the solicitation, the provisions of the solicitation govern. Currently, requirements are expected to be referred to the U.S. Army Contracting Command - Warren (ACC-Warren) for the Security Assistance Management Directorate (SAMD). There is a possibility that other countries could have the same requirements during the term of the requirements contract to be awarded pursuant to this solicitation and those requirements may be referred to ACC-Warren for procurement. This requirements contract is limited to customers or those Foreign Military Sales (FMS) requirements which are referred to ACC-Warren for procurement; provided that the procurement of any requirement that is subject to the restrictions on off-shore procurement imposed by Section 42(c) of the Arms Export Control Act may be withheld from this contract to the extent that the supplies that may be ordered under this contract do not comply with the requirements of the Arms Export Control Act. Market research identified the Toyota Land Cruiser as the one common automotive brand name with one common model platform/nameplate for variants (with diesel engine in both LHD-left hand drive & RHD-right hand drive): Two-door Pickup, Four-door Pickup, Sport Utility Vehicle (SUV), Ambulance, and Mobile Maintenance Truck with optimal common spare parts for AFRICOM countries.

1. Introduction: This action is being executed as a commercial buy, IAW FAR part 12.6, Streamlined Procedures for Evaluation and Solicitation for Commercial Items, in which award will be made to a responsible offeror that is assessed as Acceptable in the Technical Capability Factor with the Lowest Total Evaluated Price (see section M.1).

FAR 52.212-1 (c) indicates period for acceptance of offers for 30 calendar days from the date specified for receipt of offers; however, this proposal shall have a period for acceptance of offers for 60 calendar days.

2. Competition: This solicitation will be a small business set aside.

3. Contract Overview: The Government anticipates that only one contract will be awarded under this solicitation, a three (3) year-term, Firm-Fixed Price Requirements Contract. The award of a requirements contract does not guarantee that the Government will issue a Delivery Order for any quantities under the contract.

4. Contract Format:

Section A, "SUPPLEMENTAL INFORMATION"
Section B, "SUPPLIES OR SERVICES AND PRICES/COSTS"
Section C, "DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENTS"
Section D, "PACKAGING AND MARKING"
Section E, "INSPECTION AND ACCEPTANCE"
Section F, "DELIVERIES OR PERFORMANCE"
Section G, "CONTRACT ADMINISTRATION DATA"
Section H, "SPECIAL CONTRACT REQUIREMENTS"
Section I, "CONTRACT CLAUSES"
Section J, "LIST OF ATTACHMENTS"
Section K, "REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS"
Section L, "INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS"
Section M, "EVALUATION FACTORS FOR AWARD"

5. Basis of Award:

Please read Sections L and M carefully, so you understand what is to be submitted, as well as when and how it will be evaluated.

6. No Discussions Anticipated: The Government intends to award a contract without holding discussions with Offerors. Thus, each Offeror must be careful to include any and all information requested in the solicitation at time of submittal to avoid being determined

non-responsive to this request for proposals. However, the Government reserves the right to hold discussions should it deem them to be in its best interests in determining the best value proposal.

7. Responsibility: In order to determine that Offerors are deemed responsible and competent to perform on these contract(s), Offerors will have to ensure the Government that they are in compliance with the standards listed in FAR 9.104. The Government may obtain certain information by exercising rights under FAR 9.105. Also, potential contractors must be registered in the System for Award Management (SAM) prior to award, website: www.sam.gov

8. Standards of Conduct - Improper Business Practices: Corruption or any other improper business practices related to this solicitation and any resulting contract(s) will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by contractors, subcontractors, and any other agent acting in connection with this contract. Examples of such unacceptable behavior include providing or offering of bribes to any person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontractors, and any other agents acting under the contract awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of this contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR or DFARS clause incorporated into this solicitation and any resultant contract.

9. Clause Comment: Many clauses that will be contained in the solicitation will be applicable to U.S. and international companies. However, some will apply only to U.S. firms and some will only apply to international firms.

10. Logistics:

a) Operator Manuals - Offeror must provide operator manuals in English and the language specified in the contract (French or Arabic) with each vehicle ordered under the contract.

b) Spare Parts - Offeror must provide pricing for all parts listed in Exhibit B for all three years. These are the parts required to perform scheduled maintenance and replacement in a single year of usage, based on projected use of 36,000 miles in the climate, environment and landscape of FMS countries. Actual parts requested and respective quantities may vary as specified later in the actual delivery orders issued against this contract.

c) Service Center Support - In order to satisfy basic upkeep of the vehicles or end items supplied under the contract, the Offeror must identify a Toyota "Authorized Maintenance" source of service center support (name and address with point of contact (POC) name, phone number, email, etc.) in all potential AFRICOM FMS countries: Burkina Faso, Burundi, Chad, Djibouti, Ethiopia, Ghana, Kenya, Libya, Mali, Mauritania, Niger, Tunisia, and Uganda, as described in Attachment 0005, Technical Information Questionnaire (TIQ), sections 10 through 22, throughout the term of the contract.

d) Warranty - Standard commercial warranty is required and must be provided by Offeror, supported in full. A copy of the warranty will be submitted and market research will be performed by the Government to verify its authenticity.

11. Availability of Funds: This procurement is subject to availability of funds. The Government reserves the right to not make any award based on this solicitation.

12. Radio Frequency Identification (RFID): The requirement for RFID tags on all shipments of vehicles, end items and equipment is defined at Attachments 0001 - 0004, Specifications. Contractor shall list the VIN/serial number and corresponding RFID tag number for each item in an Excel Spreadsheet and provide a copy to: april.r.miller26.civ@mail.mil

13. Proposal Submission Instructions: Offerors should carefully review Section L, for detailed instructions on electronic proposal submission. To be considered for award, proposals must be submitted to the Army Single Face to Industry (ASFI) Online Bid Response System (BRS) no later than the date and time stated in block 8 of SF 1449. The term "local time" as used in block 8 means the local time at Warren, Michigan, USA.

14. Proposal Preparation Costs: The Government will not reimburse any Offeror for the cost of preparing and submitting proposals.
REFERENCE: Federal Acquisition Regulation
://farsite.hill.af.mil/vffara.htm

*** END OF NARRATIVE A0001 ***

	Regulatory Cite	Title	Date
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 (https://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 https://contracting.tacom.army.mil/acqinfo/ebidnotice.htm.

(d) Requirements for the online ASFI bid submission:

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

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:
https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr= W56HZV14R0213

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

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

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

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

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

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

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

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

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

identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

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

End of Provision

2 52.201-4000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON APR/2011

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

[End of Provision]

3 52.212-4003 ALL OR NONE--COMMERCIAL ITEM ACQUISITION SEP/1996
(TACOM)

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
Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date in the box below:

Amendment Number	Date

[End of Provision]

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

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

(END OF CLAUSE)

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS IN THE FOUR-DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS: THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS 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. THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT: FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS. SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD. THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD. *NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR. (End of narrative A001)				
0011	TOYOTA LAND CRUISER P/U 2-DOOR - 1ST ORDERING YEAR COMMODITY NAME: TOYOTA LC PICKUP 2-DOOR (LHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser Pickup 2-Door, Single Cab (LHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0001) and the Technical Information Questionnaire (Attachment 0005). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification	50 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(Attachment 0001). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	TOYOTA LAND CRUISER P/U 2-DOOR - 2ND ORDERING YEAR COMMODITY NAME: TOYOTA LC PICKUP 2-DOOR (LHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser Pickup 2-Door, Single Cab (LHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0001) and the Technical Information Questionnaire (Attachment 0005). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0001). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	20 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	TOYOTA LAND CRUISER P/U 2-DOOR - 3RD ORDERING YEAR COMMODITY NAME: TOYOTA LC PICKUP 2-DOOR (LHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser Pickup 2-Door, Single Cab (LHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0001) and the Technical Information Questionnaire (Attachment 0005). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0001). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	20 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	TOYOTA LAND CRUISER P/U 2-DOOR - 1ST ORDERING YEAR COMMODITY NAME: TOYOTA LC PICKUP 2-DOOR (RHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser Pickup 2-Door, Single Cab (RHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0001) and the Technical Information Questionnaire (Attachment 0005). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0001). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	2 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	TOYOTA LAND CRUISER P/U 2-DOOR - 2ND ORDERING YEAR COMMODITY NAME: TOYOTA LC PICKUP 2-DOOR (RHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser Pickup 2-Door, Single Cab (RHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0001) and the Technical Information Questionnaire (Attachment 0005). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0001). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	4 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	TOYOTA LAND CRUISER P/U 2-DOOR - 3RD ORDERING YEAR COMMODITY NAME: TOYOTA LC PICKUP 2-DOOR (RHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser Pickup 2-Door, Single Cab (RHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0001) and the Technical Information Questionnaire (Attachment 0005). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0001). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	6 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	TOYOTA LAND CRUISER P/U 4-DOOR - 1ST ORDERING YEAR COMMODITY NAME: TOYOTA LC PICKUP 4-DOOR (LHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser Pickup 4-Door, Double Cab (LHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0001) and the Technical Information Questionnaire (Attachment 0005). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0001). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	33 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	TOYOTA LAND CRUISER P/U 4-DOOR - 2ND ORDERING YEAR COMMODITY NAME: TOYOTA LC PICKUP 4-DOOR (LHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser Pickup 4-Door, Double Cab (LHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0001) and the Technical Information Questionnaire (Attachment 0005). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0001). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	8 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	TOYOTA LAND CRUISER P/U 4-DOOR - 3RD ORDERING YEAR COMMODITY NAME: TOYOTA LC PICKUP 4-DOOR (LHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser Pickup 4-Door, Double Cab (LHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0001) and the Technical Information Questionnaire (Attachment 0005). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0001). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	8 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	TOYOTA LAND CRUISER P/U 4-DOOR - 1ST ORDERING YEAR COMMODITY NAME: TOYOTA LC PICKUP 4-DOOR (RHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser Pickup 4-Door, Double Cab (RHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0001) and the Technical Information Questionnaire (Attachment 0005). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0001). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	2 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	TOYOTA LAND CRUISER P/U 4-DOOR - 2ND ORDERING YEAR COMMODITY NAME: TOYOTA LC PICKUP 4-DOOR (RHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser Pickup 4-Door, Double Cab (RHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0001) and the Technical Information Questionnaire (Attachment 0005). The exterior color shall determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0001). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	2 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	TOYOTA LAND CRUISER P/U 4-DOOR - 3RD ORDERING YEAR COMMODITY NAME: TOYOTA LC PICKUP 4-DOOR (RHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser Pickup 4-Door, Double Cab (RHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0001) and the Technical Information Questionnaire (Attachment 0005). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0001). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	2 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051	TOYOTA LAND CRUISER SUV - 1ST ORDERING YEAR COMMODITY NAME: TOYOTA LAND CRUISER SUV (LHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser SUV (LHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0002) and the Technical Information Questionnaire (Attachment 0006). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0002). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	11 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052	TOYOTA LAND CRUISER SUV - 2ND ORDERING YEAR COMMODITY NAME: TOYOTA LAND CRUISER SUV (LHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser SUV (LHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0002) and the Technical Information Questionnaire (Attachment 0006). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0002). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	2 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0053	TOYOTA LAND CRUISER SUV - 3RD ORDERING YEAR COMMODITY NAME: TOYOTA LAND CRUISER SUV (LHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser SUV (LHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0002) and the Technical Information Questionnaire (Attachment 0006). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0002). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	2 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0061	TOYOTA LAND CRUISER SUV - 1ST ORDERING YEAR COMMODITY NAME: TOYOTA LAND CRUISER SUV (RHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser SUV (RHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0002) and the Technical Information Questionnaire (Attachment 0006). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0002). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	2 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0062	TOYOTA LAND CRUISER SUV - 2ND ORDERING YEAR COMMODITY NAME: TOYOTA LAND CRUISER SUV (RHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser SUV (RHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0002) and the Technical Information Questionnaire (Attachment 0006). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0002). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	2 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0063	TOYOTA LAND CRUISER SUV - 3RD ORDERING YEAR COMMODITY NAME: TOYOTA LAND CRUISER SUV (RHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser SUV (RHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0002) and the Technical Information Questionnaire (Attachment 0006). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0002). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	2 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0071	TOYOTA LAND CRUISER AMBULANCE - 1ST ORDERING YEAR COMMODITY NAME: TOYOTA LC AMBULANCE (LHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser Ambulance (LHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0003) and the Technical Information Questionnaire (Attachment 0007). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0003). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	24 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0072	TOYOTA LAND CRUISER AMBULANCE - 2ND ORDERING YEAR COMMODITY NAME: TOYOTA LC AMBULANCE (LHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser Ambulance (LHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0003) and the Technical Information Questionnaire (Attachment 0007). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0003). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	7 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0073	TOYOTA LAND CRUISER AMBULANCE - 3RD ORDERING YEAR COMMODITY NAME: TOYOTA LC AMBULANCE (LHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser Ambulance (LHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0003) and the Technical Information Questionnaire (Attachment 0007). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0003). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	7 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0081	TOYOTA LAND CRUISER AMBULANCE - 1ST ORDERING YEAR COMMODITY NAME: TOYOTA LC AMBULANCE (RHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser Ambulance (RHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0003) and the Technical Information Questionnaire (Attachment 0007). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0003). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	3 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0082	TOYOTA LAND CRUISER AMBULANCE - 2ND ORDERING YEAR COMMODITY NAME: TOYOTA LC AMBULANCE (RHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser Ambulance (RHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0003) and the Technical Information Questionnaire (Attachment 0007). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0003). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	2 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0083	TOYOTA LAND CRUISER AMBULANCE - 3RD ORDERING YEAR COMMODITY NAME: TOYOTA LC AMBULANCE (RHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser Ambulance (RHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0003) and the Technical Information Questionnaire (Attachment 0007). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0003). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	2 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0091	TOYOTA LAND CRUISER MMT - 1ST ORDERING YEAR COMMODITY NAME: TOYOTA LAND CRUISER MMT (LHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser (MMT) Mobile Maintenance Truck (LHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0004) and the Technical Information Questionnaire (Attachment 0008). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0004). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	14 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0092	TOYOTA LAND CRUISER MMT - 2ND ORDERING YEAR COMMODITY NAME: TOYOTA LAND CRUISER MMT (LHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser (MMT) Mobile Maintenance Truck (LHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0004) and the Technical Information Questionnaire (Attachment 0008). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0004). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	4 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0093	TOYOTA LAND CRUISER MMT - 3RD ORDERING YEAR COMMODITY NAME: TOYOTA LAND CRUISER MMT (LHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser (MMT) Mobile Maintenance Truck (LHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0004) and the Technical Information Questionnaire (Attachment 0008). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0004). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	4 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101	TOYOTA LAND CRUISER MMT - 1ST ORDERING YEAR COMMODITY NAME: TOYOTA LAND CRUISER MMT (RHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser (MMT) Mobile Maintenance Truck (RHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0004) and the Technical Information Questionnaire (Attachment 0008). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0004). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	2 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102	TOYOTA LAND CRUISER MMT - 2ND ORDERING YEAR COMMODITY NAME: TOYOTA LAND CRUISER MMT (RHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser (MMT) Mobile Maintenance Truck (RHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0004) and the Technical Information Questionnaire (Attachment 0008). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0004). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	2 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103	TOYOTA LAND CRUISER MMT - 3RD ORDERING YEAR COMMODITY NAME: TOYOTA LAND CRUISER MMT (RHD) CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser (MMT) Mobile Maintenance Truck (RHD with Diesel Engine) in accordance with the Contract Specification (Attachment 0004) and the Technical Information Questionnaire (Attachment 0008). The exterior color shall be determined at time of delivery order. RFID tags are required. The unit price includes an active Radio Frequency Identification (RFID) tag in accordance with the requirements set forth in the Specification (Attachment 0004). (E) = Quantity Estimate The Contractor shall list the VIN/Serial number and corresponding RFID tag number for each item in the receiving report. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the glove box of the vehicle/item, or taped to the interior of the vehicle/item. Another set of shipping documents shall be emailed to: april.r.miller26.civ@mail.mil Operator manual(s) shall be provided with every vehicle and written in English and the language specified in the delivery order. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	2 (E)	EA	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0111	SPARE PARTS-TOYOTA LAND CRUISER - 1ST ORDERING YEAR COMMODITY NAME: TOYOTA LAND CRUISER SPARES CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser Spare Parts - 1st Ordering Year, in accordance with the Contract Exhibit B, dated July 15, 2014. RFID tags are required. The Contractor shall list the specific parts being shipped and the corresponding RFID tag number for each item in an Excel Spreadsheet and provide a copy to: april.r.miller26.civ@mail.mil RFID must be affixed to each pallet or container of spares. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the container and taped to the exterior of the shipping container. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	1 (E)	KT	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0112	SPARE PARTS-TOYOTA LAND CRUISER - 2ND ORDERING YEAR COMMODITY NAME: TOYOTA LAND CRUISER SPARES CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser Spare Parts - 2nd Ordering Year, in accordance with the Contract Exhibit B, dated July 15, 2014. RFID tags are required. The Contractor shall list the specific parts being shipped and the corresponding RFID tag number for each item in an Excel Spreadsheet and provide a copy to: april.r.miller26.civ@mail.mil RFID must be affixed to each pallet or container of spares. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the container and taped to the exterior of the shipping container. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	1 (E)	KT	$_____	$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0113	SPARE PARTS-TOYOTA LAND CRUISER - 3RD ORDERING YEAR COMMODITY NAME: TOYOTA LAND CRUISER SPARES CLIN CONTRACT TYPE: Firm Fixed Price Toyota Land Cruiser Spare Parts - 3rd Ordering Year, in accordance with the Contract Exhibit B, dated July 15, 2014. RFID tags are required. The Contractor shall list the specific parts being shipped and the corresponding RFID tag number for each item in an Excel Spreadsheet and provide a copy to: april.r.miller26.civ@mail.mil RFID must be affixed to each pallet or container of spares. The FMS case designator (xx-x-xxx) must be listed on the shipping label. An extra set of shipping documents should be placed in the container and taped to the exterior of the shipping container. (End of narrative B001) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS	1 (E)	KT	$_____	$_____

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION-C STATEMENT OF WORK (SOW):

C.1.1 HARDWARE SPECIFICATION: The Contractor shall provide a Toyota Land Cruiser (2-Door & 4-Door) Pickups in accordance with the Specification (Attachment 0001) & Technical Information Questionnaire (Attachment 0005), Toyota Land Cruiser Sport Utility Vehicle (SUV) in accordance with the Specification (Attachment 0002) & Technical Information Questionnaire (Attachment 0006), Toyota Land Cruiser Ambulance in accordance with the Specification (Attachment 0003) & Technical Information Questionnaire (Attachment 0007), and Toyota Land Cruiser Mobile Maintenance Truck in accordance with the Specification (Attachment 0004) & Technical Information Questionnaire (Attachment 0008). All vehicles shall be provided with owner manuals written in English and the language specified in the contract (French or Arabic).

C.1.2 SPARE PARTS: The Contractor shall provide any/all ordered Spare Parts for Year One (1), Year Two (2), and Year Three (3) of contract, in accordance with Exhibit B.

C.1.3 LOGISTICS:

a) Operator Manuals - Offeror must provide operator manuals in English and the language specified in the contract (French or Arabic) with each vehicle ordered under the contract.

b) Spare Parts - Offeror must provide pricing for all parts listed in Exhibit B for all three years. These are the parts required to perform scheduled maintenance and replacement in a single year of usage, based on projected use of 36,000 miles in the climate, environment and landscape of FMS countries. Actual parts requested and respective quantities may vary as specified later in the actual delivery orders issued against this contract.

c) Service Center Support - In order to satisfy basic upkeep of the vehicles or end items supplied under the contract, the Offeror must identify a Toyota "Authorized Maintenance" source of service center support (name and address with point of contact (POC) name, phone number, email, etc.) in all potential AFRICOM FMS countries: Burkina Faso, Burundi, Chad, Djibouti, Ethiopia, Ghana, Kenya, Libya, Mali, Mauritania, Niger, Tunisia, and Uganda, as described in Attachment 0005, Technical Information Questionnaire (TIQ), sections 10 through 22, throughout the term of the contract.

d) Warranty - Standard commercial warranty is required and must be provided by Offeror, supported in full. A copy of the warranty will be submitted and market research will be performed by the Government to verify its authenticity.

*** END OF NARRATIVE C0001 ***

C.2 WARRANTY:

C.2.1 MATERIAL AND WORKMANSHIP WARRANTY: The Contractor warrants that the end items will be free from defects in material and workmanship and will conform to the requirements of this contract for the duration of 12 months from the date of hand-off as defined below, or after the hardware has been operated at 20,000 km, whichever is earlier. This warranty covers all contract items, parts, and labor, except for normal wear and tear, accident damage, misuse, alterations, combat damage, damage due to lack of maintenance or use of lubricants/fluids not recommended, normal maintenance, and scheduled service items such as filters, screens, fluids, windshield wipers, and brake shoes. In the event of a failure under this warranty, the Contractor shall provide or have ordered the necessary parts within 72 hours of notification. The foreign country will deliver the vehicle for repair to a mutually agreeable location or the dealership located in the applicable AFRICOM country.

The warranty begins at hand-off by the U.S. Government to the applicable Government of (TBD-AFRICOM country). (Definition of hand-off: The U.S. Government will notify the contractor when the items have been handed off to the Government of (TBD-AFRICOM country). Notwithstanding inspection and acceptance by the U.S. Government of the end items and services provided under the contract, or any provision of this contract concerning the conclusiveness thereof, the Contractor hereby warrants that the hardware conforms to the performance and manufacturing requirements specifically delineated in this specification/contract.

To the extent the Contractor's suppliers normally provide a commercial or trade practices warranty that exceeds the contract warranty, the Contractor shall pass the identical warranty to the applicable Government of (TBD-AFRICOM country). The Contractor shall provide a list of the warranted parts and assemblies to the Procuring Contracting Officer (PCO) 30 days after contract award. The pass-through warranty list shall contain the manufacturer's name, part or assembly nomenclature, manufacturer (vendor or subcontractor) part number, item cost, and the coverage and duration of the warranty. Actual copies of subcontractor/vendor warranties shall also be provided to the PCO no later than 60 days after contract award.

C.2.2 WARRANTY ADMINISTRATION: The Contractor shall be responsible for administering all pass-through warranties to the terms of the supplier warranty. Pass-through warranties will start at the time specified by the Contractor's suppliers. All remedies which the applicable Government of (TBD-AFRICOM country) may seek as the result of such pass-through warranties will be brought against the Contractor and the Contractor shall administer such remedies in accordance with the supplier warranty terms and conditions. The cost for the warranty shall be included in the price of each item.

C.2.3 CONTRACTOR WARRANTY: The commercial warranties submitted by the contractor (required within 30 days of award) shall be incorporated into the contract as an addendum, Attachment 0009.

*** END OF NARRATIVE C0002 ***

Name of Offeror or Contractor:

PACKAGING AND MARKING

	Regulatory Cite	Title	Date
1	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	AUG/2005

Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. 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 traceability to the original source of heat treatment.

Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; 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 Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

[End of Clause]

INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
1	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005

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

INSPECTION POINT:

(Name) (CAGE)

(Address) (City) (State) Zip)

ACCEPTANCE POINT:

(Name) (CAGE)

(Address) (City) (State) (Zip)

[End of Clause]

DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
3	52.247-29	F.O.B. ORIGIN	FEB/2006
4	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	FEB/2006
5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
6	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
7	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
8	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	DEC/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 matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"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.

"DoD item unique 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.

"Governments 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.

"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.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"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.

(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) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
N/A	N/A
N/A	N/A
N/A	N/A

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

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, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in
Attachment Number N/A.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in
Attachment Number N/A.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information
technology--International symbology specification--Data matrix; ECC200 data matrix specification.

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

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is 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.

(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.

(5) 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 (e.g. Vehicle Identification Number); 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 MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(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 item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), 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, as part of 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.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

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

(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 as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number N/A, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique 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)

9 52.242-4457 DELIVERY SCHEDULE FOR DELIVERY ORDERS (TACOM) SEP/2008

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE (for CLINs 0011 through 0083):

(i) Start deliveries within 120 days after delivery order date.

(ii) You will deliver ___ units every thirty days, thereafter.

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE (for CLINs 0091 through 0113):

(i) Start deliveries within 150 days after delivery order date.

(ii) You will deliver ___ units every thirty days, thereafter.

(d) Accelerated delivery schedule is acceptable at no additional cost to the Government.

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

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

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

[End of clause]

10 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS APR/2014
(WARREN)

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officers best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

CLINs 0011, 0012, 0013, 0021, 0022 & 0023 (Pickup 2-Door):

(1) To be completed by the offeror:

(i) Type of container: Wood Box ___, Fiber Box ___, Barrel ___, Reel ___, Drum ___, Other (specify): _____;

(ii) Shipping configuration: Knocked-down ___, Set-up ___, Nested ___, Other (specify): _____;

(iii) Size of container: ____ (Length), x ___ (Width), x ___ (Height) = ___ Cubic Ft.;

(iv) Number of items per container _____ each;

(v) Gross weight of container and contents ____ Lbs.;

(vi) Palletized/skidded ___Yes ___ No;

(vii) Number of containers per pallet/skid _____;

(viii) Weight of empty pallet bottom/skid and sides _____ Lbs.;

(ix) Size of pallet/skid and contents _____ Lbs.* Cube _____;

CLINs 0031, 0032, 0033, 0041, 0042 & 0043 (Pickup 4-Door):

(1) To be completed by the offeror:

(i) Type of container: Wood Box ___, Fiber Box ___, Barrel ___, Reel ___, Drum ___, Other (specify): _____;

(ii) Shipping configuration: Knocked-down ___, Set-up ___, Nested ___, Other (specify): _____;

(iii) Size of container: ____ (Length), x ___ (Width), x ___ (Height) = ___ Cubic Ft.;

(iv) Number of items per container _____ each;

(v) Gross weight of container and contents ____ Lbs.;

(vi) Palletized/skidded ___Yes ___ No;

(vii) Number of containers per pallet/skid _____;

(viii) Weight of empty pallet bottom/skid and sides _____ Lbs.;

(ix) Size of pallet/skid and contents _____ Lbs.* Cube _____;

CLINs 0051, 0052, 0053, 0061, 0062 & 0063 (SUV):

(1) To be completed by the offeror:

(i) Type of container: Wood Box ___, Fiber Box ___, Barrel ___, Reel ___, Drum ___, Other (specify): _____;

(ii) Shipping configuration: Knocked-down ___, Set-up ___, Nested ___, Other (specify): _____;

(iii) Size of container: ____ (Length), x ___ (Width), x ___ (Height) = ___ Cubic Ft.;

(iv) Number of items per container _____ each;

(v) Gross weight of container and contents ____ Lbs.;

(vi) Palletized/skidded ___Yes ___ No;

(vii) Number of containers per pallet/skid _____;

(viii) Weight of empty pallet bottom/skid and sides _____ Lbs.;

(ix) Size of pallet/skid and contents _____ Lbs.* Cube _____;

CLINs 0071, 0072, 0073, 0081, 0082 & 0083 (Ambulance):

(1) To be completed by the offeror:

(i) Type of container: Wood Box ___, Fiber Box ___, Barrel ___, Reel ___, Drum ___, Other (specify): _____;

(ii) Shipping configuration: Knocked-down ___, Set-up ___, Nested ___, Other (specify): _____;

(iii) Size of container: ____ (Length), x ___ (Width), x ___ (Height) = ___ Cubic Ft.;

(iv) Number of items per container _____ each;

(v) Gross weight of container and contents ____ Lbs.;

(vi) Palletized/skidded ___Yes ___ No;

(vii) Number of containers per pallet/skid _____;

(viii) Weight of empty pallet bottom/skid and sides _____ Lbs.;

(ix) Size of pallet/skid and contents _____ Lbs.* Cube _____;

CLINs 0091, 0092, 0093, 0101, 0102 & 0103 (Mobile Maintenance Truck):

(1) To be completed by the offeror:

(i) Type of container: Wood Box ___, Fiber Box ___, Barrel ___, Reel ___, Drum ___, Other (specify): _____;

(ii) Shipping configuration: Knocked-down ___, Set-up ___, Nested ___, Other (specify): _____;

(iii) Size of container: ____ (Length), x ___ (Width), x ___ (Height) = ___ Cubic Ft.;

(iv) Number of items per container _____ each;

(v) Gross weight of container and contents ____ Lbs.;

(vi) Palletized/skidded ___Yes ___ No;

(vii) Number of containers per pallet/skid _____;

(viii) Weight of empty pallet bottom/skid and sides _____ Lbs.;

(ix) Size of pallet/skid and contents _____ Lbs.* Cube _____;

CLINs 0111, 0112 & 0113 (Spare Parts Kit):

(1) To be completed by the offeror:

(i) Type of container: Wood Box ___, Fiber Box ___, Barrel ___, Reel ___, Drum ___, Other (specify): _____;

(ii) Shipping configuration: Knocked-down ___, Set-up ___, Nested ___, Other (specify): _____;

(iii) Size of container: ____ (Length), x ___ (Width), x ___ (Height) = ___ Cubic Ft.;

(iv) Number of items per container _____ each;

(v) Gross weight of container and contents ____ Lbs.;

(vi) Palletized/skidded ___Yes ___ No;

(vii) Number of containers per pallet/skid _____;

(viii) Weight of empty pallet bottom/skid and sides _____ Lbs.;

(ix) Size of pallet/skid and contents _____ Lbs.* Cube _____;

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of Clause)

*52.247-4060, TACOM Clarification for Guaranteed Shipping Characteristics

While the Guaranteed Shipping Characteristics clause at 52.247-60 requires at item (ix) the size of pallet/skid and contents, TACOM requests that contractors use the following to calculate the data:

a. To calculate Lbs in item (ix) above: [(v) x (vii)] + (viii)

b. To calculate Cube in item (ix) above: provide length, width and height of loaded pallet in inches. This should be greater than item (iii).

(End of TACOM clause clarifying language)

11 52.225-4000 (TACOM) VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES APR/2000

At least 10 days prior to the first shipment of supplies under this contract, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this contract.

[End of Clause]

12 52.247-4005 (TACOM) SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT AUG/2003

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

(1) Government/Commercial Bill(s) of Lading or US Postal Services;

(2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or

(3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

(1) Government Bills of Lading and

(2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

13 52.247-4010 TRANSPORTATION DATA FOR FOB ORIGIN OFFERS FEB/1994
(TACOM)

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

(1) Facilities for shipping by rail

[ ] are
[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

_____ _____
(NAME) (LOCATION)

(3) Facilities for shipping by water

[ ] are
[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

[ ] are
[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL:_____/Unit MOTOR:_____/Unit WATER:_____ /Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Clause]

14 52.247-4011 FOB POINT SEP/1978
(TACOM)

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant: _____
(City) (State) (ZIP) (County)

(2) Subcontractor's Plant: _____
(City) (State) (ZIP) (County)

[End of Clause]

CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
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	52.247-4021	TRANSPORTATION ACCOUNT CODE (TAC) FOR FOB ORIGIN SHIPMENT (ACC-WRN)	FEB/2012

DCMA: The TAC to use in GBL preparation for shipments made under this contract is AUER.

SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
Rock Island - JMTC: https://acquisition.army.mil/asfi/
Red River Army Depot: https://acquisition.army.mil/asfi/
Anniston Army Depot: https://acquisition.army.mil/asfi/

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic SAM registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/dpap/ebiz/VANs.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm

(f) Additional information can be obtained by sending a message to: usarmy.detroit.acc.mbx.wrn-web-page@mail.mil or by calling (586) 282-7059.

2	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS	AUG/2010

(a) We may require copies of the Wide Area Work Flow (WAWF) Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) below to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

(b) For those rare cases where the Material Inspection and Receiving Report (DD 250)is used to process receiving reports for inspection, acceptance, and payment, use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) E-mail DAMI_DD250@conus.army.mil

(2) Datafax using this fax number: (586) 282-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method (email or fax), do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may

be found, in three different formats, on the World Wide Web at
http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage2126.html

[End of Clause]

CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
2	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
3	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
4	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	MAY/2012
5	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
6	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	JUL/2013
7	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
8	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
9	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
10	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
11	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	FEB/2013
12	52.232-11	EXTRAS	APR/1984
13	52.232-17	INTEREST	MAY/2014
14	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
15	52.242-13	BANKRUPTCY	JUL/1995
16	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
17	52.248-1	VALUE ENGINEERING	OCT/2010
18	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
19	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
20	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
21	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
22	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
23	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/2014
24	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
25	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
26	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
27	252.225-7013	DUTY-FREE ENTRY	OCT/2013
28	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
29	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
30	252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
31	252.229-7011	REPORTING OF FOREIGN TAXES - U.S. ASSISTANCE PROGRAMS	SEP/2005
32	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
33	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
34	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
35	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
36	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
37	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JAN/2014

(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 (Jul 2013) (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).

___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

_X_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) 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)

___ (11) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).

___ (12) 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).

___ (13) [Reserved]

_X_ (14)(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.

___ (15)(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.

_X_ (16) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013)(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.

___ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

_X_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).

_X_ (20) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21)(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.

___ (22) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (Jul 2013)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (23) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (Oct 2000)(Pub. L. 103-355, section

7102, and 10 U.S.C. 2323).

___ (24) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f)

_X_ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013)(15 U.S.C. 632(a)(2)).

___ (26) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

___ (27) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

___ (28) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

_X_ (29) 52.222-19, Child LaborCooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

_X_ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X_ (31) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

_X_ (32) 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).

_X_ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)(29 U.S.C. 793).

_X_ (34) 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).

_X_ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

___ (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (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.)

___ (37)(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.)

___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (39)(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.
_X_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
___ (41) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).

___ (42)(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.

___ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_X_ (44) 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).

___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).

___ (48) 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)).

___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X_ (50) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).

___ (51) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).

___ (52) 52.232-36, Payment by Third Party (Jul 2013)(31 U.S.C. 3332).

___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

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

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

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

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

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

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

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

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

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

(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 (Jul 2013)(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 (l) of FAR clause 52.222-17.

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

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

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 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.

(xv) 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)

38 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 one (1), 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 90;

(2) Any order for a combination of items in excess of 360; 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 Contractors 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)

39 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 Four and one-half (4 1/2) Years after Contract Award (3-Year Requirements).

(End of Clause)

40 252.216-7006 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 Three 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)

41 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES APR/2003

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of N/A, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding $50,000 per foreign military sale case.

(End of clause)

42 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES MAR/2006

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is:

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from: HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832.

(End of clause)

43 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT APR/2010

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

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"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).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of

Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(2) An internal control system.

(i) The Contractors internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractors internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

44	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN/2011

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

(b) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns.

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

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

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

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

___ Offer elects to waive the evaluation preference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

45 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

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

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

Material (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)

46 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

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

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

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

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

Warning

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

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

(End of Clause)

47 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)

48 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of Clause)

49 252.223-7001 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)

50 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

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

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

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available.

Classified information shall be handled in full accordance with the appropriate security requirements.

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

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

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

[End of Clause]

51 52.216-4021 (TACOM) REQUIREMENTS DEFINITION JUN/2005

“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]

52 52.223-4000 (TACOM) ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS SEP/1978

(a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective data of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

***

Name of Offeror or Contractor:

LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	N/A			
Exhibit B	COMMON SPARE PARTS (3-YEARS)-TOYOTA LAND CRUISER	15-JUL-2014	001	EMAIL
Attachment 0001	SPECIFICATION-TOYOTA LAND CRUISER PICKUPS (2-DOOR & 4-DOOR)	10-JUL-2014	003	EMAIL
Attachment 0002	SPECIFICATION-TOYOTA LAND CRUISER SUV	10-JUL-2014	003	EMAIL
Attachment 0003	SPECIFICATION-TOYOTA LAND CRUISER AMBULANCE	10-JUL-2014	003	EMAIL
Attachment 0004	SPECIFICATION-TOYOTA LAND CRUISER MOBILE MAINTENANCE TRUCK	10-JUL-2014	004	EMAIL
Attachment 0005	TECHNICAL INFORMATION QUESTIONNAIRE-TOYOTA LAND CRUISER PICKUPS (2-DOOR & 4-DOOR)	10-JUL-2014	009	EMAIL
Attachment 0006	TECHNICAL INFORMATION QUESTIONNAIRE-TOYOTA LAND CRUISER SUV	10-JUL-2014	005	EMAIL
Attachment 0007	TECHNICAL INFORMATION QUESTIONNAIRE-TOYOTA LAND CRUISER AMBULANCE	10-JUL-2014	006	EMAIL
Attachment 0008	TECHNICAL INFORMATION QUESTIONNAIRE-TOYOTA LAND CRUISER MOBILE MAINTENANCE TRUCK	10-JUL-2014	007	EMAIL

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	Regulatory Cite	Title	Date
1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL/2013
2	52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS -- REPRESENTATION	MAY/2011
3	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
4	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
5	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	MAY/2014

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336112.

(2) The small business size standard is 1,000.

(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 provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM 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 SAM 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 provision at 52.204-7, System for Award Management.

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xvii) 52.225-4, Buy American--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 $79,507, the provision with its Alternate II applies.

(D) If the acquisition value is $79,507 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 SudanCertification. This provision applies to all solicitations.

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

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

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

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

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

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

___ (A) Basic.

___ (B) Alternate I.

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

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

___ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPADesignated 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 SAM Web site accessed through https://www.acquisition.gov. After reviewing the SAM 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 SAM.

(End of provision)

6 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.

_____
_____
_____
_____

(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

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)

7	52.212-3	OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2013) - ALTERNATE I (APR 2011)	APR/2011

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certificates electronically via http://www.acquisition.gov. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) 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--

(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.

"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 SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM 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 SAM.]

(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.

(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 omplies 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 ProgramDisadvantaged 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 SAM 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.

(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 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'':

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)(5)(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;

(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 is 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

(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.

(l) 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 the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(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;

* 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 rovided 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/t11sdn.pdf).

(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)

8	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)

9	252.209-7993 (DEV 2014-O0009)	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-O0009)	FEB/2014

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) 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; or

(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)

10	252.209-7994 (DEV 2014-O0004)	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR 2014 APPROPRIATIONS (DEV 2014-O0004)	OCT/2013

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) 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; or

(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)

11	252.209-7999 (DEV 2012-O0004)	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004)	JAN/2012

(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)

12 252.225-7000 BUY AMERICAN STATUTE--BALANCE OF PAYMENTS PROGRAM CERTIFICATE JAN/2014

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program clause of this solicitation, the offeror certifies that

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number Country of Origin

(3) The following end products are other foreign end products, including 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 (ii) of the definition of "domestic end product":

Line Item Number Country of Origin (If known)

(End of provision)

13 52.215-4010 (TACOM) AUTHORIZED NEGOTIATORS 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]

14 52.223-4002 (TACOM) USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) 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]

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	Regulatory Cite	Title	Date
1	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	JUL/2013
2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
3	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
4	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
5	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

7

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)

6	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)

7	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

8	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)

9	52.211-4047 (TACOM)	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)	DEC/2004

(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 . 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]

10	52.211-4054 (TACOM)	PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES	MAR/1989

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

11	52.212-1	INSTRUCTION TO OFFERORS--COMMERCIAL ITEMS	JUN/2008

Data not printed.

12	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]

13	52.233-4001	HQ-AMC LEVEL PROTEST PROCEDURES	OCT/2013

Complete AMC Protest Procedures can be found at: http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp

An agency protest may be filed with either the contracting officer or to HQAMC but not both following the procedures listed on the website above.

[End of Provision]

14	52.245-4002 (TACOM)	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING	MAR/1996

(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]

SECTION-L INSTRUCTIONS TO OFFERORS:

L.1 PROPOSAL INSTRUCTIONS: The proposal should be accompanied by an electronic cover letter (letter of transmittal) which is to be included in the proposal as submitted through the Army Single Face to Industry (ASFI) bid response system to identify all enclosures being transmitted with the proposal. Extreme care and attention should be given to ensure that all necessary items are included in the proposal.

L.1.1 CLAUSE FILL-INS: Some clauses require the offeror to fill in information. Pay particular attention to 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS and 52.246-4028 INSPECTION AND ACCEPTANCE POINTS: ORIGIN as that information will be used by the Government to calculate transportation costs. A completed copy of clause 52.212-3, Offeror Representations and Certifications - Commercial Items, must be included with your proposal.

L.2 TECHNICAL INFORMATION QUESTIONNAIRE (TIQ): The offeror shall complete each section of the TIQs (Attachments 0005 through 0008). Failure to complete every section of the TIQs may render your offer ineligible for award.

L.2.1 ADDITIONAL TECHNICAL CAPABILITY INFORMATION: In addition to completing the TIQs regarding the Toyota Land Cruiser 2-Door Pickup, 4-Door Pickup, Sport Utility Vehicle (SUV), Ambulance, and Mobile Maintenance Truck being proposed, the offeror shall support its responses by electronically submitting supporting documentation where indicated on the TIQs.

L.3 PRICE INFORMATION: The contractor shall legibly fill-in, in U.S. Dollars, the Unit Price column and the total Amount column for all CLIN numbers 0011 through 0113 (base) and the three-year Spare Parts matrix list (Exhibit B).

*** END OF NARRATIVE L0001 ***

EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
1	52.247-47	EVALUATION--F.O.B. ORIGIN	JUN/2003
2	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. The following factors shall be used to evaluate offers:

(1) TECHNICAL CAPABILITY OF THE ITEMS OFFERED TO MEET THE GOVERNMENT REQUIREMENT.

(2) PRICE.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offers specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

3	52.247-51	EVALUATION OF EXPORT OFFERS	JAN/2001

(a) Port handling and ocean charges -- other than DoD water terminals. Port handling and ocean charges in tariffs on file with the Bureau of Domestic Regulation, Federal Maritime Commission, or other appropriate regulatory authorities as of the date of bid opening (or the closing date specified for receipt of offers) and which will be effective for the date of the expected initial shipment will be used in the evaluation of offers.

(b) F.o.b. origin, transportation under Government bill of lading.

(1) Offers shall be evaluated and awards made on the basis of the lowest laid down cost to the Government at the overseas port of discharge, via methods and ports compatible with required delivery dates and conditions affecting transportation known at the time of evaluation. Included in this evaluation, in addition to the f.o.b. origin price of the item, shall be the inland transportation costs from the point of origin in the United States to the port of loading, port handling charges at the port of loading, and ocean shipping costs from the United States port of loading (see paragraph (d) of this clause) to the overseas port of discharge. The Government may designate the mode of routing of shipment and may load from other than those ports specified for evaluation purposes.

(2) Offers shall be evaluated on the basis of shipment through one of the ports set forth in paragraph (d) of this clause to the overseas port of discharge. Evaluation shall be made on the basis of shipment through the port that will result in the lowest cost to the Government.

(3) Ports of loading shall be considered as destinations within the meaning of the term f.o.b. destination as that term is used in the F.o.b. Origin clause of this contract.

(c) F.o.b. port of loading with inspection and acceptance at origin --

(1) Offers shall be evaluated on the basis of the lowest laid down cost to the Government at the overseas port of discharge via methods compatible with required delivery dates and conditions affecting transportation known at the time of evaluation. Included in this evaluation, in addition to the price to the United States port of loading (see paragraph (c)(2) of this clause), shall be the port handling charges at the port of loading and the ocean shipping cost from the port of loading (see paragraph (d) of this clause) to the overseas port of discharge.

(2) Unless offers are applicable only to f.o.b. origin delivery under Government bills of lading (see paragraph (b) above), offerors shall designate below at least one of the ports of loading listed in paragraph (d) of this clause as their place of delivery. Failure to designate at least one of the ports as the point to which delivery will be made by the Contractor may render the offer nonresponsive.

Place of Delivery: _____ [Offerors insert at least one of the ports listed in paragraph (d) of this clause.]

(d) Ports of loading for evaluation of offers. Terminals to be used by the Government in evaluating offers are as follows: (For the information of the offerors, ocean and port handling charges are set forth if the terminal named is a DoD water terminal.)

Ocean and Port Handling charges for evaluation purposes are determined using data found at: http://www.ustranscom.mil/rates/fy13Rates/

(e) Ports of loading nominated by offeror. The ports of loading named in paragraph (d) of this clause are considered by the Government to be appropriate for this solicitation due to their compatibility with methods and facilities required to handle the cargo and types of vessels and to meet the required overseas delivery dates. Notwithstanding the foregoing, offerors may nominate additional ports of loading that the offeror considers to be more favorable to the Government. The Government may disregard such nominated ports if, after considering the quantity and nature of the supplies concerned, the requisite cargo handling capability, the available sailings on U.S.-flag vessels, and other pertinent transportation factors, it determines that use of the nominated ports is not compatible with the required overseas delivery date. United States Great Lakes ports of loading may be considered in the evaluation of offer only for those items scheduled in this provision for delivery during the ice-free or navigable period as proclaimed by the authorities of the St. Lawrence Seaway (normal period is between April 15 and November 30 annually). All ports named, including those nominated by offerors and determined to be eligible as provided in this provision, shall be considered in evaluating all offers received in order to establish the lowest laid down cost to the Government at the overseas port of discharge. All determinations shall be based on availability of ocean services by U.S.-flag vessels only. Additional U.S. port(s) of loading nominated by offeror, if any:
_____

(f) Price basis. Offeror shall indicate whether prices are based on --

[ ] Paragraph (b), f.o.b. origin, transportation by GBL to port listed in paragraph (d);

[ ] Paragraph (c), f.o.b. destination (i.e., a port listed in paragraph (d));

[ ] Paragraph (e), f.o.b. origin, transportation by GBL to port nominated in paragraph (e); and/or

[ ] Paragraph (e), f.o.b. destination (i.e., a port nominated in paragraph (e)).

(End of Provision)

4 52.247-4006 METHOD OF EVALUATION FOR F.O.B. ORIGIN TRANSPORTATION OFFERS (TACOM) MAR/2014

(a) For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are:

- in effect (or the lowest rates that will become effective before the expected date of initial shipment), and

- on file or published with the Transportation Officer by the date of bid opening (or by the closing date specified for requests for proposals), and

- for the Government selected method of shipment, and

- based upon the following freight classification:

Toyota Land Cruiser 2-door Pickup, 4-door Pickup and SUV:

STCC: 6001-AP STCC ITEM NO.: 37 119 50
NMFC: STB NMF 100-AN NMFC ITEM NO: 190210

Toyota Land Cruiser Ambulance:

STCC: 6001-AP STCC ITEM NO.: 37 119 20
NMFC: STB NMF 100-AN NMFC ITEM NO.: 190210

Toyota Land Cruiser Mobile Maintenance Truck:

STCC: 6001-AP STCC ITEM NO.: 37 116 15
NMFC: STB NMF 100-AN NMFC ITEM NO.: 190210

[End of Provision]

5 52.247-4457 EVALUATION OF TRANSPORTATION COSTS FOR LONG TERM CONTRACTS MAR/2006
(TACOM)

We do not know the quantity and destination requirements that will apply during the term of this Contract. To determine the low offeror, we will evaluate those transportation costs that apply to a quantity of (See Below), excluding any option quantities, by using the methodology described in the Section M clause entitled "Evaluation--FOB Origin" (FAR 52.247-47). The quantity delivery rate the Government identified in Paragraph (c) of Section F's clause 52.242-4457 entitled "Delivery Schedule for Delivery Orders" will be used in our evaluation. We will use the following estimated quantities to the listed tentative destinations in conducting our evaluation (also see section M.1.4):

CLIN #s (estimated qty.)	Vehicle (LHD or RHD)	Destination Port (Africa)
0011 (50), 0012 (20), 0013 (20)	Pickup 2-Door LHD	Douala, Cameroon
0031 (33), 0032 (8), 0033 (8)	Pickup 4-Door LHD	Douala, Cameroon
0051 (11), 0052 (2), 0053 (2)	(SUV) LHD	Douala, Cameroon
0071 (24), 0072 (7), 0073 (7)	Ambulance LHD	Douala, Cameroon
0091 (14), 0092 (4), 0093 (4)	Mobile Maint. LHD	Douala, Cameroon
0111 (1), 0112 (1), 0113 (1)	Spare Parts Lot	Douala, Cameroon
0021 (2), 0022 (4), 0023 (6)	Pickup 2-Door RHD	Mombasa, Kenya
0041 (2), 0042 (2), 0043 (2)	Pickup 4-Door RHD	Mombasa, Kenya
0061 (2), 0062 (2), 0063 (2)	(SUV) RHD	Mombasa, Kenya
0081 (3), 0082 (2), 0083 (2)	Ambulance RHD	Mombasa, Kenya
0101 (2), 0102 (2), 0103 (2)	Mobile Maint. RHD	Mombasa, Kenya
0111 (1), 0112 (1), 0113 (1)	Spare Parts Lot	Mombasa, Kenya

[End of Provision]

6 52.209-4011 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD JAN/2001
(TACOM)

(a) We'll award a contract to the offeror that:

(1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and

(2) submits a bid or proposal that meets all the material requirements of this solicitation, and

(3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

(1) arrange a visit to your plant and perform a preaward survey;

(2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

7 52.216-4006 METHOD OF PRICE EVALUATION NOV/2007
(TACOM)

(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]

SECTION-M EVALUATION:

M.1 BASIS Of AWARD: The Government plans to award a single three (3) year-term, Firm-Fixed-Price requirements contract for Toyota Land Cruiser 2-Door Pickup, 4-Door Pickup, Sport Utility Vehicle (SUV), Ambulance, Mobile Maintenance Truck, and Spare Parts to a responsible offeror that is assessed as Acceptable in the Technical Capability Factor with the Lowest Total Evaluated Price.

M.1.2 EVALUATION: The evaluation will be conducted in accordance with FAR 12.6 (Streamlined Procedures for Evaluation and Solicitation for Commercial Items). There are two factors: (1) Price and (2) Technical Capability. The Government intends to conduct a price evaluation, to include transportation costs, on all proposals. The Government will then conduct a technical capability review of the lowest total evaluated priced proposal. If the lowest priced proposal is determined to be Unacceptable, then the Government will conduct a technical capability review on the next lowest priced proposal. Unless the Government determines it is in its best interests to conduct discussions, the Government will follow this process until the lowest priced, technically acceptable proposal is identified.

M.1.3 TECHNICAL CAPABILITY FACTOR: For an offeror to be eligible for award, its proposal must be assessed as Acceptable under each section of the Technical Information Questionnaires (TIQs) (Attachment 0005, 0006, 0007 & 0008). Offerors found to be Unacceptable under any section of the TIQ will not be considered for award. To determine Acceptability,

(1) the Offerors response must indicate it can meet each requirement on the TIQ; and,

(2) where supporting documentation is required, the Government will review the information submitted to confirm that the Offeror is capable of meeting the requirement.

An Acceptable proposal is one which clearly meets the minimum requirements of the solicitation. An Unacceptable proposal is one which does not clearly meet the minimum requirements of the solicitation.

M.1.4 PRICE FACTOR: The information submitted in response to Section L.3 will be evaluated to assess the reasonableness of the offerors total evaluated price. A price is considered reasonable if it does not exceed what would be incurred by a prudent person in the conduct of competitive business. The total evaluated price will consist of the total sum of all CLIN numbers 0011 through 0113 (base) and the transportation costs as determined by the ACC-Warren Transportation Office for all FOB origin CLINs (base). For purposes of evaluating the Governments transportation costs, all left hand drive (LHD) vehicle CLINs: 0011, 0012, 0013, 0031, 0032, 0033, 0051, 0052, 0053, 0071, 0072, 0073, 0091, 0092, 0093 plus Spare Parts CLINs 0111, 0112 & 0113 will use Douala, Cameroon, west Africa as the common destination port of entry and all right hand drive (RHD) vehicle CLINs: 0021, 0022, 0023, 0041, 0042, 0043, 0061, 0062, 0063, 0081, 0082, 0083, 0101, 0102, 0103 plus Spare Parts CLINs 0111, 0112 & 0113 will use Mombasa, Kenya, east Africa as the common destination port of entry.

M.1.5 DISCUSSIONS: In accordance with FAR clause 52.212-1(g), the Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offerors initial offer should contain the offerors best terms from a price and technical capability standpoint. However, the Government reserves the right to conduct discussions if it is later determined by the Contracting Officer to be necessary. In addition, the Government reserves the right, without entering discussions, to request additional information necessary to support the offerors price in order to determine price reasonableness.

*** END OF NARRATIVE M0001 ***