| SOLICITATION/CONT Offeror To | RACT/ORDER FO Complete Block 12, 1 | | | 1. Requisition Num | iber | | Page | 1 Of 56 |
|---|--|-----------------------|-----------------|--|-------------|----------------------------------|-----------------|---------------------------------------|
| 2. Contract No. | 3. Award/Effective | Date 4. O | rder Number | 5. Solicitation Num | | | | citation Issue Date 3JAN22 |
| 7. For Solicitation Information Call: | A. Name KELLY STARR | • | | B. Telephone Numb (586) 282–355 | , | Collect Calls) | | er Due Date/Local Time FEB21 |
| 9. Issued By | Cod | le w56HZV | 10. This Acq | nisition is X Unro | estricted | OR | Set | Aside: % For: |
| U.S. ARMY CONTRACT | | | Small Bus | inoss Dy | Nomon C | Owned Small Bus | sinoss (W | VOCD) |
| WARREN, MICHIGAN 48 | | | Sinan bus | | | | , | d Small Business Program |
| HTTP://CONTRACTING | TACOM.ARMY.MIL | | Hubzone S | | | ally Disadvanta iness (EDWOSB | _ | nen-Owned |
| | | | Service-D | isabled Veteran-Owne | ed Small | Business | NAICS | S: 444130 |
| E | DATE MET | | | | | | G! G4 | |
| Email: KELLY.STARR@US.A 11. Delivery For FOB Destina | | t Terms | 8(A) | | | | | andard: |
| Unless Block Is Marked | 12. Discoun | e remis | X 13a. This | Contract Is A Rated C | Order Un | der DPAS (15 C | FR 700) | 13b. Rating DOA4 |
| See Schedule | | | 14. Method | Of Solicitation | RFQ | ☐ IFB | Х | RFP |
| 15. Deliver To SEE SCHEDULE | Cod | le | 16. Administ | ered By | | | | Code |
| | | | | | | | | |
| Telephone No. 17a. Contractor/Offeror Co | ndo Fo | cility | 18a Daymont | Will Be Made By | | | | Code |
| | | | | | | | | |
| Telephone No. | T D100 | ~ • | 10h Cuhmiti | Invoices To Address S | Thorn In | Diagly 10a Unio | ng Dlook i | Dolony In Cheeked |
| ☐ 17b. Check If Remittance Address In Offer | Is Different And Put | Such | 18b. Submit | See Addendum | snown in | Block 18a Unies | SS BIOCK | Below Is Checked |
| 19. Item No. | Schedule | 20. Of Supplies/Se | rvices | 21. Quantity | 22. Unit | Un | 23. it Price | 24. Amount |
| 100111100 | SEE SCH | | 2 12000 | Quantity | CIAC | | | · · · · · · · · · · · · · · · · · · · |
| | se Reverse and/or Att | | Sheets As Neces | sary) | | 26 Total Associate | wd Amon | ant (Fou Court Hop Only) |
| 25. Accounting And Appropr | iation Data | | | | | 26. Total Awai | rd Amou | unt (For Govt. Use Only) |
| X 27a.Solicitation Incorpor | • | , | | | | | X Are | |
| X 28. Contractor Is Requir Copies to Issuing Office. Con | Z8. Contractor Is Required To Sign This Document And Return 1 29. Award Of Contract: Ref. Offer 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 Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As | | | | | | | |
| 30a. Signature Of Offeror/Co | ntractor | | 31a. | United States Of Ame | erica (Sig | gnature Of Cont | racting (| Officer) |
| 30b. Name And Title Of Signo | | | l l | | | | | |

| 19. Item No. | 20. Schedule Of Supplies/S | ervices | 21. Quantity | 22. Unit | 23. Unit Price | 24. Amount |
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| 32a. Quantity In Column | 21 Hag Daam | | | | | |
| 52a. Quantity in Column | 21 Has been | | | | | |
| Received Ins | pected Accepted, And Confo | rms To The Contra | nct, Except As Noted | : | | |
| 32b. Signature Of Autho | rized Government Representative | 32c. Date | 32d. Printed | Name and Title | of Authorized Govern | ment Representative |
| | | | | | | |
| 32e Mailing Address of | Authorized Government Representat | tive | 32f. Telenho | ne Number of A | authorized Government | Representative |
| ozer Manning Hadress of | Tuthornica Government Representati | | | | | |
| | | T | | | Sovernment Representa | |
| 33. Ship Number | 34. Voucher Number | 35. Amount Veri Correct For | | | | 37. Check Number |
| Partial Final | | | Complet | te Parti | ial Final | |
| 38. S/R Account No. | 39. S/R Voucher Number | 40. Paid By | | | | |
| 41a. I Certify This Accou | ont Is Correct And Proper For Paym | ent | 42a. Received By (| Print) | | |
| 41b. Signature And Title | Of Certifying Officer | 41c. Date | 42b. Received At (| Location) | | |
| | | | 42c. Date Rec'd (Y | YY/MM/DD) | 42d. Total Container | °S |
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Reference No. of Document Being Continued

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Name of Offeror or Contractor:

| SUPPLEMENTAL INFORMATIO | |
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| Regulatory Cite | Title | Date |
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1 52.204-4016 WARREN ELECTRONIC CONTRACTING DEC/2012

- (a) All Army Contracting Command Warren (DTA) solicitations and awards are distributed on the Army Contracting Command Warren Procurement Network (ProcNet) Business Opportunities website (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.
- (b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.
- (c) Unless directed to do otherwise in Section L of this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm.
- (d) Requirements for the online ASFI bid submission:
 - (1) You must be registered in the System for Award Management (SAM) at C:\\Users\\Jill.P.Lanham\\Documents\\SharePoint Drafts\\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=W56HZV12R0223

- (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 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.

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Name of Offeror or Contractor:

Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

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

End of Provision

2 52.201-4000

ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON

APR/2011

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

[End of Clause]

52.212-4003 (TACOM)

ALL OR NONE--COMMERCIAL ITEM ACQUISITION

SEP/1996

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]

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 below:

| Amendment Number | Date |
|------------------|------|
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(End of Provision)

52.242-4021 (TACOM)

NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS

NOV/2009

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Name of Offeror or Contractor:

applicable, the contract that results from this solicitation). In that event, such agencies will administer those orders.

(END OF CLAUSE)

- 1. This Solicitation W56HVZ-12-R-0223, for the Machinist Tool Kit: Post, Camp, and Station (PCSMTK), issued as a Full and Open Competition, will result in a 5-Year Firm-Fixed Price Indefinite Quantity Type Contract. The Description for Purchase, DFP-581 Rev B, Attachment 0001, defines all of the requirements for the PCSMTK.
- 2. This solicitation utilizes a Lowest Price evaluation process. The Government will select a contractor based on the criteria set forth in Section M of this RFP. The Government intends to award one contract for the PCMSTK. See Section "Instructions, Conditions, and Notices to Offerors" of this solicitation for proposal content and submission requirements. See Section "Evaluation Factors for Award" for information on proposal evaluation and the basis for award.
- 3. The specific Ordering Periods and estimated total contract quantity are identified in the Section B Schedule of Supplies. All quantities are estimated and do not bind the Government in any way.
- 4. Offerors must complete the Price Evaluation Spreadsheet (PES Attachment 0002) in addition to Section B in order to be considered for award.
- 5. In addition to the unit prices requested under this solicitation, offerors shall submit Attachment 0003, Components and Warranty Replacement List. This attachment provides a complete listing of all of the components of the kit and includes the following information for each component: DFP line item, item description, unit issue quantity, quantity, manufacturer, manufacturer part number, cage code and replacement price for each year. The replacement prices shall be used in the event of an invalid warranty claim or other need to replace a component. The replacement prices will NOT be a factor in the award decision, they will only be evaluated for reasonableness. Replacement pricing shall cover the duration of the contract.
- 6. Full scale production will commence only after TACOM has approved Product Verification Testing (PVT) in accordance with 52.246-4534, Preproduction Verification of the contract. One PVT sample is required, and will be tested in accordance with section 4 of the DFP. This PVT need to be separately priced in Section B and on Attachment 0002, Price Evaluation Sheet and will be considered part of the first production run upon approval from the PCO. The PVT must be ready for testing at least 30 days prior to initial delivery. Before approval of Product Verification Testing, the acquisition of materials or components for, or the commencement of production is at the sole risk of the contractor.
- 7. The contractor's Product Verification Test Report is to be submitted electronically in Microsoft Word 5 days after the test has been completed.
- 8. The contractor shall provide Digital Photos to the Government 30 days after Product Verification Test approval. The Government will review the Digital images and provide feedback to the contractor within 15 days of receipt of all digital images. The contractor shall incorporate the Government's recommended changes into the digital images and resubmit to the Government NLT 15 days after the receipt of Government recommended changes.
- 9. The completed Tool Kit Component List shall be submitted within 60 days after award of contract.
- 10. Inspection and Acceptance is Origin. FOB is Destination for all CLINs.All production deliveries shall commence 30 days after receipt and approval of product Verification, at a rate of 10 kits every 30 days.
- 11. The successful offeror shall utilize the PM-SKOT warranty web site to process warranty claims covered under this contract. See the Warranty information contained in Section H.1 of this solicitation for complete details.
- 12. In accordance with FAR 52.212-1, the Government intends to evaluate proposals and award a contract without discussions with offerors. The offerors initial proposal should contain the offerors best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be nessecary. The burden of providing thorough and complete information remains with the offerors.
- 13. Berry Amendment Guidance: The purchase description has identified components that fall under Federal Supply Classes 51 and 52. All components listed in Federal Supply Class 51 or 52 are subject to the Berry Amendment (DFARS Clause 252.225-7015). The Berry Amendment prohibits the purchase of hand or measuring tools under Federal Supply Classes 51 or 52 that are not "produced in the United States". See "Instructions, Conditions, and Notices to Offerors" for additional guidance.

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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| | SUPPLIES OR SERVICES AND PRICES/COSTS | | | | |
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| 0011 | TOOL VITE DOOR GIVE CENTERN V | | | | |
| 0011 | TOOL KIT, POST CAMP STATION M FSCM: 581B | | | | |
| | PART NR: DFP 581 REV. B | | | | |
| | | | | | |
| | | | | | |
| | SUPPLIES OR SERVICES AND PRICES/COSTS: | | | | |
| | IN THE FOUR DIGIT ITEM NUMBERS | | | | |
| | (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS: | | | | |
| | THAT IS COME IS AS FOLLOWS. | | | | |
| | THE FIRST THREE DIGITS SIGNIFY ITEM AND | | | | |
| | THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE CONTRACT YEAR, i.e., CLIN 0011 | | | | |
| | IS FOR THE FIRST ITEM - FIRST ORDERING | | | | |
| | YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE | | | | |
| | FIRST ITEM - THIRD ORDERING YEAR, ETC. | | | | |
| | THE BINAL LIME TREM/C) ACCOURAGED MITH EAGH | | | | |
| | THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, | | | | |
| | OR TRAINING, WILL BECOME THE LAST ITEM NUMBER | | | | |
| | IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT). | | | | |
| | 0010 (5 IBAR BONG IBIN CONTRACT). | | | | |
| | 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. | | | | |
| | FOURTH ORDERING YEAR OF THE CONTRACT IS 1,095 | | | | |
| | DAYS THROUGH 1,460 DAYS AFTER CONTRACT AWARD. | | | | |
| | FIFTH ORDERING YEAR OF THE CONTRACT IS 1,461 | | | | |
| | DAYS THROUGH 1,825 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. | | | | |
| | DOES NOT DETERMINE THE ORDERING TEAR. | | | | |
| | The information presented below applies to | | | | |
| | Item No. 0011AA Through 0015AA: | | | | |
| | Minimum 5-Voor Quantitus 2 FACU | | | | |
| | Minimum 5-Year Quantity: 3 EACH (This will be ordered at the time of the basic | | | | |
| | contract award). | | | | |
| | Maximum 5 Year Quantity: 200 EACH | | | | |
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| | | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
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| | ONLY THE MINIMUM 5 YEAR QUANTITY IS | | | | |
| | GUARANTEED. | | | | |
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| | CAUTION: OFFERORS MUST SUBMIT OFFERS | | | | |
| | ELECTRONICALLY IN ACCORDANCE WITH DIRECTIONS | | | | |
| | IN THE TACOM-WARREN PROCUREMENT NETWORK | | | | |
| | WEBPAGE AT: | | | | |
| | HTTP://CONTRACTING.TACOM.ARMY.MIL/ACQINFO/EBIDNOTICE.E | ITM | | | |
| | ALL OFFERS MUST INCLUDE A SIGNED SF33/SF 1449 COVER SHEET. | | | | |
| | SEE PARAGRAPH (D) OF CLAUSE 52.204-4016, | | | | |
| | TACOM-WARREN ELECTRONIC CONTRACTING, OF THIS | | | | |
| | SOLICITATION FOR INSTRUCTION ON HOW TO SUBMIT YOUR OFFER. | | | | |
| | ପ୍ରତ୍ତରେ ପ | | | | |
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| | (End of narrative B001) | | | | |
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| 011AA | PRODUCTION OTY FIRST ORDERING YEAR | | | | \$ |
| ,011111 | TROBUCTION OTT. TINOT ORDINATED THE | | | See Range Pricing | |
| | | | | | |
| | GENERIC NAME DESCRIPTION: TOOL KIT, POST CAMP STATION | М | | | |
| | Range Quantities | | | | |
| | FROM TO UNIT PRICE 1 20 \$ | | | | |
| | 21 40 \$ | | | | |
| | | | | | |
| | OFFERORS MUST ALSO FILL OUT ATTACHMENT 0002, PRICE EVALUATION SHEET, IN ADDITION TO SECTION B. | | | | |
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| | (End of narrative B002) | | | | |
| | | | | | |
| | Packaging and Marking | | | | |
| | PACKAGING/PACKING/SPECIFICATIONS: | | | | |
| | EE DFP 581 REV. B FOR PKG REQUIREMENTS LEVEL PRESERVATION: Commercial | | | | |
| | LEVEL PACKING: Commercial | | | | |
| | | | | | |
| | Inspection and Acceptance | | | | |
| | INSPECTION: Origin ACCEPTANCE: Origin | | | | |
| | FOB POINT: Destination | | | | |
| | SHIP TO: | | | | |
| | (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE | | | | |
| | (SHIP-TO) WILL BE FURNISHED PRIOR | | | | |
| | TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS | | | | |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
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| | REQUISITION. | | | | |
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| ITEM NO | | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-----------------------------------|---|----------|------|-------------------|--------|
| 0012 | FSCM: 581B | POST CAMP STATION M FP 581 REV. B | | | | |
| 0012AA | PRODUCTION | OTY SECOND ORDERING YEAR | | | See Range Pricing | \$ |
| | GENERIC NA | ME DESCRIPTION: TOOL KIT, POST CAMP STATION | М | | | |
| | R FROM 1 21 | ange Quantities TO UNIT PRICE 20 \$ 40 \$ | | | | |
| | I | ST ALSO FILL OUT ATTACHMENT 0002, PRICE SHEET, IN ADDITION TO SECTION B. | | | | |
| | | (End of narrative B002) | | | | |
| | PACKAGING/ SEE D LEVEL PRES | and Marking PACKING/SPECIFICATIONS: FP 581 REV. B FOR PKG REQUIREMENTS ERVATION: Commercial ING: Commercial | | | | |
| | | and Acceptance : Origin ACCEPTANCE: Origin | | | | |
| | FOB POINT: | Destination | | | | |
| | SHIP TO: (Y00000) | SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. | | | | |
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Reference No. of Document Being Continued PIIN/SIIN W56HZV-12-R-0223 MOD/AMD

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| Name of Offer | or or Contractor: | | | | |
|---------------|--|----------|------|-------------------|--------|
| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0013 | TOOL KIT, POST CAMP STATION M FSCM: 581B PART NR: DFP 581 REV. B | | | | |
| 0013AA | PRODUCTION OTY THIRD ORDERING YEAR | | | See Range Pricing | \$ |
| | GENERIC NAME DESCRIPTION: TOOL KIT, POST CAMP STATION | М | | | |
| | Range Quantities | | | | |
| | FROM TO UNIT PRICE | | | | |
| | 1 20 \$ | | | | |
| | 21 40 \$ | | | | |
| | OFFERORS MUST ALSO FILL OUT ATTACHMENT 0002, PRICE EVALUATION SHEET, IN ADDITION TO SECTION B. | | | | |
| | (End of narrative B002) | | | | |
| | Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE DFP 581 REV. B FOR PKG REQUIREMENTS LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial | | | | |
| | Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin | | | | |
| | FOB POINT: Destination | | | | |
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| | SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. | | | | |
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$\begin{tabular}{ll} \textbf{Reference No. of Document Being Continued} \\ \textbf{PIIN/SIIN} & $^{\text{M56HzV-12-R-0223}}$ & \textbf{MOD/AMD} \\ \end{tabular}$

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| Name of Offeror or Contractor: | | | | | | | |
|--------------------------------|--|----------|------|-------------------|--------|--|--|
| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | |
| 0014 | TOOL KIT, POST CAMP STATION M FSCM: 581B PART NR: DFP 581 REV. B | | | | | | |
| 0014AA | PRODUCTION OTY FOURTH ORDERING YEAR | | | See Range Pricing | \$ | | |
| | Range Quantities FROM TO UNIT PRICE 1 20 \$ 21 40 \$ OFFERORS MUST ALSO FILL OUT ATTACHMENT 0002, PRICE EVALUATION SHEET, IN ADDITION TO SECTION B. (End of narrative B002) Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE DFP 581 REV. B FOR PKG REQUIREMENTS LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. | I M | | See Range Filting | | | |
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Reference No. of Document Being Continued PIIN/SIIN W56HZV-12-R-0223 MOD/AMD

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| Name of Offer | Name of Offeror or Contractor: | | | | | | | | |
|---------------|--|----------|------|-------------------|--------|--|--|--|--|
| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | |
| 0015 | TOOL KIT, POST CAMP STATION M FSCM: 581B PART NR: DFP 581 REV. B | | | | | | | | |
| 0015AA | PRODUCTION OTY FIFTH ORDERING YEAR | | | See Range Pricing | \$ | | | | |
| | GENERIC NAME DESCRIPTION: TOOL KIT, POST CAMP STATION | М | | | | | | | |
| | Range Quantities FROM TO UNIT PRICE 1 20 \$ | | | | | | | | |
| | 21 40 \$ OFFERORS MUST ALSO FILL OUT ATTACHMENT 0002, PRICE | | | | | | | | |
| | EVALUATION SHEET, IN ADDITION TO SECTION B. (End of narrative B002) | | | | | | | | |
| | (ENG OF HAFFACIVE BUOZ) | | | | | | | | |
| | Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE DFP 581 REV. B FOR PKG REQUIREMENTS LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial | | | | | | | | |
| | Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin | | | | | | | | |
| | FOB POINT: Destination | | | | | | | | |
| | SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. | | | | | | | | |
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| TOOL MIT, POST CHAP STATION N SOCIAL SET SAND UNIT OFF SHI BRY, R COIGAA ENCOUNT MERICATION SHERRIC NAME DESCRIPTION: TOOL MIT, POST CAMP STATION N THEARS SEE AND, SHOULD WITHFUCATION THRE BRECH AND CLAUME \$1.246-4534. OPPEREAS MINT AIRS FILL OUT ATTACHMENT DOO, DETCH FAVALUATION SHEET, IN PROTICTION TO SECTION 9. FUNDAMENT AIRS FOR AND PRICE ADDITIONS BRE FOR MAY, R FOR FREQUENCEMENT SWE FOR MAY, R FOR FREQUENCEMENT INVEL PRICE OF MAY. R FOR PREQUENCEMENT INVEL PRICE OF MAY. R FOR PREQUENCE OF MAY. FOR FOURTH OF MAY. R FOR PRECEDENT OF MORE FOR MILL TOOL MIT, FORT CAMP STATION M FILMAL SEE ATTACHMENT FORM, STATION OF MORE FOR MAID. COURD DIGITAL THRESS OR BOW AND COPPRIGHT RELEASE. OPPEREAS MIST AIRSO FIFT. OUT ATTACHMENT DOOD, STOTY FYLLOWIOUS MEET, IN ADDITION TO SECTION B. | ITEM NO | ror or Contractor: SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
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| DOISAA SECONOT VERIFICATION GENERIC NAME DESCRIPTION: TOOL RIT, DON'T CAME STATION M PLEAGE SEE AGO1, PRODUCT VERIFICATION TEST REPORT AND CLAUSES 51.164-4534. OPPEROONS MOST ALGO FILL OUT ATTACHMENT GOOD, PRICE EVALUATION SHEET, IN ADDITION TO SECTION B. (Red of narrative ROOI) Eacheains, and Macking PACKAGING-PACKING/SPECIFICATIONS: GEE DEP ROV. B FOR REG REQUIREMENTS LIVEL PRESENTATION: Commercial LIVEL PROCESSATION: Commercial LIVEL PROCESSATION: Commercial LIVEL PROCESSATION: DOIS COMPANIE: Origin FOR POINT: Destination GUEP TO: (VOROD) SHIPDING INSTRUCTIONS FOR CLUSTICHER (SHIP—TO) NILL RE FURNISHED PRICE (VORDO) SHIPDING INSTRUCTIONS FOR CLUSTICHER (SHIP—TO) NILL RE FURNISHED PRICE (SHIP—TO) NILL | 112/11/10 | SOIT ELES/SERVICES | QUANTITI | ONII | CIVITIMEE | AMOUNT |
| GENERIC NAME DESCRIPTION: TOOL KIT, POST CAMP STATION M PLEASE SER AND. PRODUCT VERIFICATION TEST REPORT AND CLAURE 52.246-6594. GEFEROSS MENT ALSO FILL OUT ATTACHMENT 0002, FRICE EVALUATION SHEET, IN ADDITION TO SECTION 5. (End of marrative BOD1) FRACKAGING/PROKING/SPECIFICATIONS: SER DEP REV. B FOR PEOR REQUIREMENTS LEVEL PRACKING: Commercial CY00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED FRICE (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED FRICE TO THE SCHEUCIAL DELIVERY DATE FOR TYMES REQUISITION. DO17 TOOL KIT. FOST CAMP STATION M DIGITAL FROTOS GENERIC NAME DESCRIPTION: TOOL KIT, FOST CAMP STATION M PLEASE SEE ATTACHMENT 0004, STATEMENT OF MORE FOR DIGITAL FROTOS. ALSO SEE ADD2. COLOR DIGITAL IMAGES CO ROM AND COPYRIGHT RELEASE. OFFERGES MUET ALSO WILL OUT ATTACHMENT 0002, FRICE | 0016 | FSCM: 581 | | | | |
| PLEASE SEE ADOI, FRODUCT VERIFICATION TEST REPORT AND CLAUSE 52.246-4514. OFFERORS MOST ALGO FILL OUT ATTACHMENT 0002, PRICE RVALUATION SHRET, IN ADDITION TO SECTION R. (End of narrative 8001) Fackaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SER ENP BRV, B POW DE REQUISEMENTS LEVEL PRESERVATION: Commercial LEVEL PRESERVATION: Commercial LEVEL PRESERVATION: OFFIGER INSPECTION: OFFIGER (SHIP-TO) WILL BE FURNISHED FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED FROR TO THE SCHEDULED BRITISHED FOR REQUISITION. 0017 TOOL KIT, POST CAMP STATION M 0017AA DIGITAL BROTOS. GENERIC NAME DESCRIPTION: TOOL KIT, POST CAMP STATION M PLEASE SEE ATTACHMENT 0004, STATEMENT OF MORK FOR DIGITAL BROTOS. LAGS SEE ADOL, OGLOB DIGITAL IMAGES OD ROW AND COPYRIGHT RELEASE. OFFERORS MUST ALSO FILL OUT ATTACHMENT OD 002, PRICE | 0016AA | PRODUCT VERIFICATION | | | \$ | \$ |
| CLAUSE 52.246-4534. OPERCORN MUST ALSO FILL OUT ATTACHMENT 0002, PRICE EVALUATION SHEET, IN ADDITION TO SECTION B. (End of narrative EGG1) Fackaging and Marking PACKING, SPECIFICATIONS: SEE DFP REV. B FOR FACK REQUIENEMINS LEVEL PRESENTATION: Commercial LEVEL PRESENTATION: Commercial LEVEL PRESENTATION: Commercial LEVEL PACKING: Commercial LEVEL PACKING: Commercial LEVEL PACKING: Origin ACCEPTANCE: Origin FOR POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNER (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITHMS REQUIED UNDER THIS SEQUED DELIVERY DATE FOR ITHMS REQUIED UNDER THIS SEQUESITION. D017 TOOL KIT, POST CAMP STATION M D1017AA DIGITAL PROTOS. GRNERIC NAME DESCRIPTION: TOOL KIT, POST CAMP STATION M PLEASE SEE ATTACHMENT 0004, STATEMENT OF WORK FOR DIGITAL PROTOS. ALSO SEE ADO2, COLOR DISTIAL IMAGES CD ROM AND COPYRIGHT SKIRASK. GFFERORS MUST ALSO FILL OUT ATTACHMENT 0002, PRICE | | GENERIC NAME DESCRIPTION: TOOL KIT, POST CAMP STATION | М | | | |
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| PLEASE SEE ATTACHEMENT 0004, STATEMENT OF WORK FOR DIGITAL PHOTOS. ALSO SEE A002, COLOR DIGITAL IMAGES CD ROM AND COPYRIGHT RELEASE. OFFERORS MUST ALSO FILL OUT ATTACHMENT 0002, PRICE | 0017AA | DIGITAL PHOTOS | | | \$ | \$ |
| DIGITAL PHOTOS. ALSO SEE A002, COLOR DIGITAL IMAGES CD ROM AND COPYRIGHT RELEASE. OFFERORS MUST ALSO FILL OUT ATTACHMENT 0002, PRICE | | GENERIC NAME DESCRIPTION: TOOL KIT, POST CAMP STATION | М | | | |
| | | DIGITAL PHOTOS. ALSO SEE A002, COLOR DIGITAL IMAGES CD ROM AND COPYRIGHT | | | | |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|---------------------|-------------|
| | (End of narrative B001) | | | | |
| | Packaging and Marking | | | | |
| | Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin | | | | |
| | FOB POINT: Destination | | | | |
| | SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. | | | | |
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| 0018AA | REPLACEMENT/WARRANTY | | | | |
| | PLEASE SEE ATTACHMENT 0003, COMPONENTS AND WARRANTY REPLACEMENT SPREADSHEET. | | | | |
| | *PLEASE FILL OUT ENTIRELY. | | | | |
| | Noun: Tool Kit, Post Camp Station M | | | | |
| | INSPECTION AND ACCEPTANCE: | | | | |
| | Inspection: Destination | | | | |
| | Acceptance: Destination | | | | |
| | (End of narrative B001) | | | | |
| | Packaging and Marking | | | | |
| 0019 | DATA ITEM | | | | |
| A001 | PRODUCT VERIFICATION TEST REPORT | | | \$ <u>** NSP **</u> | \$** NSP ** |
| | Please reference Product Verification Test CLIN | | | | |

$\begin{tabular}{ll} \textbf{Reference No. of Document Being Continued} \\ \textbf{PIIN/SIIN} & $^{\text{M56HzV-12-R-0223}}$ & \textbf{MOD/AMD} \\ \end{tabular}$

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| | Jame of Offeror or Contractor: | | | | | | | |
|---------|--|----------|------|-------------|-------------|--|--|--|
| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | |
| | (End of narrative B001) | | | | | | | |
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| A002 | DIGITAL IMAGES CD ROM AND COPYRIGHT RELEASE | | | \$** NSP ** | \$** NSP ** | | | |
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| | Please reference Product Verification Test CLIN 0016AA | | | | | | | |
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| | (End of narrative B001) | | | | | | | |
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Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| Regulatory Cite | Title | Date |
|-----------------|------------------------------------|----------|
| | | |
| 52.211-4072 | TECHNICAL DATA PACKAGE INFORMATION | JUL/2012 |

The following Xd item applies to this solicitation:

- [X] 1. There is no Technical Data Package (TDP) included with this solicitation.
- [] 2. This solicitation contains one or more web-located TDPs. If multiple Contract Line Item Numbers (CLINS) are listed below, each one will have its own URL just under the CLIN listing. The URL will take you to that CLINS Web-located TDP. To access the TDP, you will have to copy or type the links URL to your web browser address bar at the top of the screen.

Note: To copy a link from a .pdf file, click on the Text Select Tool, then highlight the URL, copy and paste it into your browser, and hit the Enter key.

CLIN: NA

TDP Link (URL): NA

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

To access the data through FBO:

- a. Log on to the FBO web site.
- b. Enter your Marketing Partner Identification Number (MPIN).
- c. Search for the solicitation number.
- d. If solicitation is Export Controlled, select Verify MPIN.
- (1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et. seq..
- (2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.
- (3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to *HYPERLINK "http://www.dlis.dla.mil/jcp/"http://www.dlis.dla.mil/jcp/
- click on documents and follow instructions provided. Processing time is estimated at six (6) to ten (10) weeks after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.
- (4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.
- e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the FBO system administrator at Army Contract Command Warren (DTA) with all the information needed for them to grant you access. FBO will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this FBO-TDP access/approval process through the FBO system.
- f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to *HYPERLINK "https://www.fbo.gov/index"https://www.fbo.gov/index The FBO helpdesk phone number is (866) 606-8820. Vendors are responsible for placing correct information in FBO.
- g. It is strongly suggested that you submit the explicit access request and provide the buyer with the completed Use and Non-Disclosure Agreement at the same time if the solicitation requires both to gain access to view the TDP.
- h. A user guide for FBO can be found at *HYPERLINK "https://www.fbo.gov"https://www.fbo.gov on the right is User Guides click on Vendor.

[End of clause]

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Name of Offeror or Contractor:

PACKAGING AND MARKING

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

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

The following Packaging requirements shall apply:

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

- 1. Packaging Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year, provide for multiple handling, redistribution and shipment by any mode and meet or exceed the following requirements.
- 1.1 Cleanliness Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- 1.2 Preservation Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.
- 1.3 Cushioning Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handing and shipment.
- 2. Unit Package. A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box. Unit packs shall be designed to have minimum size and weight while retaining the protection required and enhancing standardization.
- 3. Unit Package Quantity Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.
- 4. Intermediate Package Intermediate packaging is required whenever one or more of the following conditions exists:
 - a. the quantity is over one (1) gross of the same national stock number,
 - b. use enhances handling and inventorying,
 - c. the exterior surfaces of the unit pack is a bag of any type, regardless of size,
 - d. the unit pack is less than 64 cubic inches,
 - e. the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

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

- 5. Packing
- 5.1 Unit packages and intermediate packages meeting the requirements for a shipping container may be utilized as a shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.
- 5.2 Shipping Containers The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
- 6. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The pallet shall be a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.
- 7. Marking:

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Name of Offeror or Contractor:

- 7.1. All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 4, dated 19 Sep 2007 including bar coding and a MSL label. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see http://www.acq.osd.mil/log/rfid/index.htm for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the unit load.
- 8. Hazardous Materials (as applicable):
- 8.1 Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)
- 8.2 When applicable, the packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:
- --International Air Transport Association (IATA) Dangerous Goods Regulations
- -- International Maritime Dangerous Goods Code (IMDG)
- --Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- --Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).
- 8.3 If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- 8.4 A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.
- 9. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

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

- 10. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
- 11. SUPPLEMENTAL INSTRUCTIONS: Items within storage compartments/organizers may not require packaging if placed in a dedicated position within the tool box, where there is no potential for corrosion or physical damage and can be identified by a layout plan. Individual items that are similar in nature shall be packed in close proximity to each other. Manuals shall be packed in sealed water proof packaging that is reusable, i.e. zip lock bag.

The complete kit components shall be packed into designated compartments, with each layer/drawer marked to identify tool load. Segregation of items within the tool box shall be accomplished by wraps, bags, dividers, boxes, container separation, tubes, skin or blister packs, sleeves or other approved means. Precision instruments or highly machined surfaces (such as caliper, micrometer 3.5.4, 3.5.5) shall be sealed in a waterproof barrier. Other items inside tool box may be exposed to and protected by the use of VCI products positioned in primary locations for corrosion prevention.

All items, packing configurations, and markings supplied under this contract shall be identical to the first article.

A packing list is required for the inside and outside of each tool box, 5.3.1 and 5.3.1.1 of MIL-STD-129P. The loaded tool box shall be provided a fiberboard carton in compliance with ASTM-D5118, Type CF, Class-WR, and serve as the shipping container. Closure of the fiberboard carton shall comply with ASTM-D1974, Sealing Method B (see FIG. 29).

| CONTINITA | TION | CITETT |
|-----------|------|--------|
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Shipment shall be designed to accommodate multiple forklift moves from the front and rear of load base. Top of load is kept level as possible for ease of stacking no less than two loads high.

Packaging shall successfully pass test levels of ASTM D 4169, Distribution Cycle 18, Assurance Level II, Acceptance Criterion 3.

Testing shall be witnessed by the Government Quality Assurance Representative. Packaged gross weight and size shall be included on the test report as well as a detailed description of the packaging. The Contractor is exempted from testing if previous data for same or similar items can be provided (see Para. 5.6 of MIL-STD-2073-1D) and is acceptable to the Government. Contractor shall furnish the Contracting Office shipping size and weight prior to shipment of first article. When cleaning is necessary, the cleaning process shall not be injurious to the item and will not remove item surface finish.

The nomenclature shall be visible from outside of shipment.

(DS6422) (End of Clause)

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Name of Offeror or Contractor:

INSPECTION AND ACCEPTANCE

| | Regulatory Cite | Title | <u>Date</u> |
|---|-----------------|--|-------------|
| 1 | 52.246-2 | INSPECTION OF SUPPLIESFIXED-PRICE | AUG/1996 |
| | | | |
| 2 | 52.246-4534 | PERFORMANCE VERIFICATION TESTING (CONTRACTOR FACILITY) | DEC/1997 |
| | TACOM LCMC | | |
| | (RI) | | |

- (a) Subsequent to completion of both contractor and Government inspection/verification actions, a test sample consisting of a complete Post Camp & Station Machinist Tool Kit from initial sample prior to authorization for full production shall be selected by the Government Quality Assurance Representative (QAR) for all requirements in the DFP 581 and contract.
- (b) The test shall be conducted at the contractor's facility. A copy of the contractor's inspection/test results shall be provided with the test sample. The contractor shall notify the Contracting Officer in writing at least 15 calendar days prior to initiation of the (each) test. The contractor shall also provide a copy of such notification to Kelly Starr, Contract Specialist, Army Contracting Command-Warren, SKOT Team, CCTA-HBA-T/MS416 6501 E. 11 Mile Rd. Warren, MI 48397-5000 and to the QAR.
- (c) The test sample shall be examined and/or tested in accordance with all the requirements stated in DFP 581 paragraph 4.2.1, 4.2.2, and 4.3. of the DFP and the Contract.
- (d) Within 90 days after completion of the test, the Contracting Officer (or designated representative) shall provide notification to the Contractor as to the approval, disapproval, or conditional approval of the performance verification test. Unless authorized by the Contracting Officer, the lot from which the test sample was taken shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the Performance Verification Test samples have been approved/conditionally approved.
- (e) If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the performance Verification Test sample within the time specified above, the Contracting Officer shall, if applicable, equitably adjust the delivery/performance dates and/or contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.
- (f) If any test sample fails to meet any applicable contractual requirement, the lot or batch from which the test sample was drawn shall be considered to be rejected. The contractor shall take immediate corrective action, both to correct the deficiency/nonconformance and to prevent recurrence of the deficiency/nonconformance. Such corrective action shall be taken by the contractor at no increase in contract price. Such corrective action shall apply to all items (to include basic issue items and/or repair parts) either in-process of final assembly, which have been produced or are in production since the last successful Performance Verification Test. In addition, the provisions of any warranty clause contained in the contract shall apply. Upon completion of the corrective action, the contractor shall resubmit a sample for Performance Verification testing. Any and all costs associated with testing the additional Performance Verification Test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with the additional testing resulting from failure of the test sample to meet the applicable contractual requirements.
- (g) If the contractor fails to deliver any Performance Verification test sample within the time specified, or if the test sample is disapproved and an acceptable replacement is not provided within the time specified, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- (h) Unless otherwise specified, the initial production/confirmatory test units shall be considered to be destructively tested. At the Contracting Officer's discretion, the initial production/confirmatory test units, and any unused repair parts, may be returned to the contractor for refurbishing, and may subsequently be shipped as deliverable items under the terms of the contract. Any refurbished test units shall meet all contract requirements; inspection and acceptance of any refurbished test units shall be conducted in accordance with contract requirements. Any costs to refurbish the test units shall be subject to negotiation between the contracting Officer and the contractor.

(ES6041) (End of Clause)

3 52.246-4028 INSPECTION AND ACCEPTANCE POINTS: ORIGIN NOV/2005 (TACOM)

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.

| CONTINUATION | SHEET |
|---------------------|--------------|
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MAY/1994

| Name of | Offeror | or | Contractor: |
|---------|---------|----|-------------|
| | | | |

| INSPECTION | POINT: | | | | | |
|------------|--------|-----------|--------|------------|--------|--|
| | | (Name) | (CAGE) | | | |
| | | | | | | |
| | | (Address) | (City) | (State) | (Zip) | |
| | | | | | | |
| ACCEPTANCE | POINT: | | | | | |
| | | (Name) | (CAGE) | | | |
| | | | | | | |
| | | (Address) | (City) | (State) | (Zip) | |
| | | | | [End of Cl | .ause] | |

4 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL TACOM RI

- a. Rework and Repair are defined as follows:
- (1) Rework The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
- (2) Repair The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.
- c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.
- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(ES7012) (End of Clause)

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Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

| | Regulatory Cite | Title | Date |
|---|------------------------|--|----------|
| 1 | 52.211-17 | DELIVERY OF EXCESS QUANTITIES | SEP/1989 |
| 2 | 52.242-15 | STOP-WORK ORDER | AUG/1989 |
| 3 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| 4 | 52.247-34 | F.O.B. DESTINATION | NOV/1991 |
| 5 | 52.247-48 | F.O.B. DESTINATIONEVIDENCE OF SHIPMENT | FEB/1999 |
| 6 | 52.242-4022 (TACOM) | DELIVERY SCHEDULE | SEP/2008 |

- (a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.
- (b) DEFINITIONS:
- (1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.
 - (2) DELIVERY is defined as follows:

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

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

- (c) The Government requires delivery to be made according to the following schedule:
 - (1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

| ITEM | NO. | QTY | WITHIN | DAYS | AFTER | DATE | OF | CONTRACT | AWARD |
|--------|-----|-----|--------|------|-------|------|----|----------|-------|
| 0011AA | 10 | | 30 | | | | | | |
| 0012AA | 10 | | 30 | | | | | | |
| 0013AA | 10 | | 30 | | | | | | |
| 0014AA | 10 | | 30 | | | | | | |
| 0015AA | 10 | | 30 | | | | | | |

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

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD NA

- (d) Accelerated delivery schedule is acceptable.
- (e) If an accelerated delivery schedule is not acceptable, the required delivery schedule above will apply. If it is acceptable, you may propose an accelerated delivery schedule at no additional cost; fill in the appropriate information here:
 - (1) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

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

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

| CONTINUATION SHEET | Reference No. of Document Being Continued | | | | | | |
|--------------------|---|---------|--|--|--|--|--|
| CONTINUATION SHEET | PIIN/SIIN W56HZV-12-R-0223 | MOD/AMD | | | | | |

Name of Offeror or Contractor:

[End of Clause]

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- 7 52.242-4457 DELIVERY SCHEDULE FOR DELIVERY ORDERS SEP/2008 (TACOM)
- (a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.
- (b) DEFINITIONS:
- (1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.
 - (2) DELIVERY is defined as follows:

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

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

- (c) The Government requires deliveries according to the following schedule on all orders:
 - (1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:
 - (i) If PVT is required, start deliveries 90 days after the delivery order date; or
- (ii) If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first delivery order, start deliveries NA days after delivery order date.
 - (iii) You will deliver 10 units every thirty days.
 - (iv) You can deliver more units every thirty days at no additional cost to the government.
 - (d) Accelerated delivery schedule is acceptable.
- (e) If an accelerated delivery schedule is not acceptable, the required delivery schedule above will apply. If it is acceptable, you may propose an accelerated delivery schedule at no additional cost; fill in the appropriate information here:
 - (1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:
 - (i) If FAT is required, deliveries will start ___ days after the delivery order date; or
 - (ii) If FAT is not required or FAT is waived, deliveries will start NA days after delivery order date.

[End of clause]

52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009 8 (TACOM) ADDRESSES Rail/ MILSTRIP Motor Address Rail Motor Parcel Post Ship To: SPLC* Code Ship To: Mail To: 206721/ W25G1U Transportation Officer Transportation Officer Transportation Officer 209405 Defense Dist Depot Defense Dist Depot Defense Dist Depot Susquehanna Susquehanna Susquehanna

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|------|-------------|-----|------|-------|
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Name of Offeror or Contractor:

New Cumberland, PA

New Cumberland, PA

New Cumberland, PA 17070-5001

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

| 875670/ 875675 | W62G2T | Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000 | Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000 | Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130 |
|-------------------|--------|---|---|---|
| 471995/ 471996 | W31G1Z | Transportation Officer Anniston Army Depot, Bynum, AL | Transportation Officer Anniston Army Depot, Bynum, AL | Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021 |
| 209741/ 209770 | W25G1R | Transportation Officer Letterkenny Army Depot, Culbertson, PA | Transportation Officer Letterkenny Army Depot, Chambersburg, PA | Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150 |
| 661136/ 661157 | W45G19 | Transportation Officer Red River Army Depot, Defense, TX | Transportation Officer Red River Army Depot, Texarkana, TX | Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000 |
| 764538/ 764535 | W67G23 | Transportation Officer Tooele Army Depot, Warner, UT | Transportation Officer Tooele Army Depot, Tooele, UT | Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003 |

^{***}SPLC indicates \underline{S} tandard \underline{P} oint \underline{L} ocator \underline{C} ode.

 $\underline{\mathtt{NOTE:}}$ The following is applicable $\underline{\mathtt{only}}$ when so specified in an individual order or delivery increment:

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

New Cumberland Army Depot Red River Army Depot Sharpe Army Depot

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

[End of Clause]

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Name of Offeror or Contractor:

CONTRACT ADMINISTRATION DATA

1

| Regulatory Cite | Title | Date | | |
|-----------------|---|----------|--|--|
| 252.204-0005 | PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE | SEP/2009 | | |
| (DFARS PGI) | (DFAS) - Line Item Specific: by Cancellation Date | | | |

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[End of Clause]

2 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)

AUG/2012

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

The document type the contractor shall use is as follows:

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

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SPECIAL CONTRACT REQUIREMENTS

| 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.

H.1 WARRANTY AND REPLACEMENT ITEMS:

- (a) The warranty period for items identified as requiring a warranty in the Description For Purchase shall begin on the day that the item is shipped to the soldier (if the Contractor is shipping the item directly to the soldier) or the day that the item is shipped from the depot to the soldier.
- (b) The Contractor shall utilize the PM-SKOT Warranty Web site to process warranty claims covered under this contract.
- (c) Within two (2) business days of a claim submitted under the Website, the Contractor shall:
 - i. Execute and forward a Warranty Determination to the PM-SKOT Warranty Administrator mailto:USARMY.DETROIT.PEO-CS-CSS.MAIL.PM-SKOT@MAIL.MIL. Warranty Determinations shall indicate the basis for coverage or non-coverage.
 - a. Ship the warranty replacement item at no additional cost within seven (7) business days after receipt of Website claim to the Government if the Contractor determines the warranty claim is valid.
 - ii. Deny the warranty claim if the Contractor determines the item is not covered under warranty, i.e., the warranty term has expired.

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Name of Offeror or Contractor:

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

- (d) Under the PM-SKOT Warranty Web Site program, if the Contractor wishes to have the broken/damaged item returned to any location, it will be at the Contractors expense.
- (e) Subject to the Disputes Clause of this contract, 52.233-1, the Contracting Officer reserves the right to review and reject Warranty Determinations of non-coverage and deny payment (or reverse credit card transactions) relative to such determinations.
- (f) The Contractor shall monitor the commercial availability of the components provided under this contract to ensure that identical replacement components or approved substitutions (by the Contracting Officer) are readily available to meet delivery requirements. This would not allow utilizing refurbished parts in accordance with clause 52.211-4047, NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL, of the contract.
- (g) The Contractor shall communicate to the product users the identity of warranted items via a placard or data plate permanently attached inside the container/tool box. This can be accomplished by attaching either a new placard/data plate or revising the existing one with the PM SKOT information as shown below. The placard/data plate shall include the date of manufacture. Warranty claim contact information for the soldier is as follows:

Enter Warranty Claims at

Website: https://pmskot.army.mil

Or

Toll Free: 1-877-4-PMSKOT

(1-877-476-7568)

DSN: 273-3667 / CM: 586-239-3667

Email: mailto:USARMY.DETROIT.PEO-CS-CSS.MAIL.PM-SKOT@MAIL.MIL

- (h) DISPUTES. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights the Government may have under any other clause of the contract. Disputes arising under this clause will be resolved in accordance with the clause of this contract entitled "Disputes," 52.233-1.
- (i) REPLACEMENT COMPONENTS/ITEMS. As needed, the Government will order replacement components/items per the unit prices in the contract. Since transportation costs (Continental United States only) are to be included in the unit prices of this contract in accordance with the solicitation requirements the Government will not pay additional costs associated with the shipping of such items in the Continental United States. Replacement components/items shall be shipped seven (7) business days after receipt of Website order. When replacement components/items are purchased they shall be covered by the same warranty type as the components/items supplied as part of this kit. Any components/items furnished in replacement shall also be subject to the conditions of this clause and clause 52.212-4 of the contract to the same extent as supplies initially accepted.
- (j) In the event a tool is replaced due to non-availability, obsolete, etc., and the substitution is approved by the Contracting Officer, the Contractor shall update tool locators with the new pictures and send them to PM-SKOT Warranty Administrator

 $\verb|mailto:USARMY.DETROIT.PEO-CS-CSS.MAIL.PM-SKOT@MAIL.MIL| within five (5) business days.\\$

H.2 The Department of Defense (DOD) and the U.S. Army are enhancing customer identification security as part of an overall program to provide a stronger and more secure authentication process for accessing DOD information systems. As of 1 September 2011, the TACOM LCMC CIO/G-6 will meet this DOD mandate by requiring the use of a digital certificate for industry partners requiring access to the PM SKOT Warranty and Replacement website. The External Certification Authority (ECA) program supports the issuance of DOD-approved certificates to industry partners and other external entities and organizations that conduct business with the DOD. The ECA program is designed to provide a mechanism for these entities to securely communicate with the DOD and authenticate to DOD Information Systems. Additional information can be found at: http://iase.disa.mil/pki/eca/. If you currently have a Common Access Card, you will be able to access the PM SKOT Warranty and Replacement website without purchasing a certificate through the ECA program.

The ECA Certificates can be purchased through three sources: VeriSign, Operational Research Consultants (ORC), or Identrust. The following URLs provide additional information and links to purchase sources:

https://eca.verisign.com/ http://www.eca.orc.com/

http://www.identrust.com/certificates/eca/index.html

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

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CONTRACT CLAUSES

| | Regulatory Cite | Title | Date |
|----------|------------------------------|---|----------------------|
| 1 | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER | MAY/2011 |
| 2 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | APR/2008 |
| 3 | 52.212-4 | CONTRACT TERMS AND CONDITIONSCOMMERCIAL ITEMS | FEB/2012 |
| 4 | 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB/1997 |
| 5 | 52.223-6 | DRUG-FREE WORKPLACE | MAY/2001 |
| 6 | 52.227-1 | AUTHORIZATION AND CONSENT | DEC/2007 |
| 7 | 52.232-11 | EXTRAS | APR/1984 |
| 8 | 52.232-17 | INTEREST | OCT/2010 |
| 9 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| 10 | 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC/1996 |
| 11 | 52.247-68 | REPORT OF SHIPMENT (REPSHIP) | FEB/2006 |
| 12 | 52.248-1 | VALUE ENGINEERING | OCT/2010 |
| 13 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| 14 | 252.204-7000 | DISCLOSURE OF INFORMATION | DEC/1991 |
| 15 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| 16 | 252.204-7006 | BILLING INSTRUCTIONS | OCT/2005 |
| 17 | 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE | DEC/2006 |
| 1.0 | 050 005 5000 | GOVERNMENT OF A TERRORIST COUNTRY | DEG (0010 |
| 18 | 252.225-7002 252.225-7005 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES | DEC/2012 JUN/2005 |
| 19 20 | | | JUN/2005 |
| | 252.225-7013 | DUTY-FREE ENTRY | , |
| 21 22 | 252.225-7033 252.227-7030 | WAIVER OF UNITED KINGDOM LEVIES TECHNICAL DATAWITHHOLDING OF PAYMENT | APR/2003 MAR/2000 |
| 23 | 252.227-7030 | | |
| | | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS | JUN/2012 |
| 24 | 252.232-7010 | LEVIES ON CONTRACT PAYMENTS | DEC/2006 |
| 25 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| 26 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2008 |
| 27 | 52.212-5 | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERSCOMMERCIAL ITEMS | JAN/2013 |

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22U.S.C. 7104(g)).
 - --Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
 - (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- \underline{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).
- ___ (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.)
- ___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
 - ___ (5) 52.204-11, American Recovery and Reinvestment Act -- Reporting Requirements (JUL 2010) (Pub. L. 111-5).
- X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

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| (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 232 | 13). |
|---|----------------|
| (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)(section 740 of Division Colli-111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161) | C of Public La |
| (9) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a). | |
| <u>X</u> (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offerd waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a). | or elects to |
| (11) [Reserved] | |
| (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644). | |
| (ii) Alternate I (Nov 2011) of 52.219-6. | |
| (iii) Alternate II (Nov 2011) of 52.219-6. | |
| (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644). | |
| (ii) Alternate I (Oct 1995) of 52.219-7. | |
| (iii) Alternate II (Mar 2004) of 52.219-7. | |
| (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)). | |
| (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011)(15 U.S.C. 637 (d)(4)). | |
| (ii) Alternate I (Oct 2001) of 52.219-9. | |
| (iii) Alternate II (Oct 2001) of 52.219-9. | |
| (iv) Alternate III (Jul 2010) of 52.219-9. | |
| (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)). | |
| (17) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)). | |
| (18) 52.219-16, Liquidated DamagesSubcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)). | |
| (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 to the offeror elects to waive the adjustment, it shall so indicate in its offer). | J.S.C. 2323) |
| (ii) Alternate I (June 2003) of 52.219-23. | |
| (20) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (Dec 2010)(Posection 7102, and 10 U.S.C. 2323). | ub. L. 103-355 |
| (21) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (Oct 2000)(Pub. L. 103-7102, and 10 U.S.C. 2323). | -355, section |
| (22) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 | f) |
| X (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012)(15 U.S.C. 632(a)(2)). | |
| (24) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concert(15 U.S.C. 637(m)). | rns (Apr 2012) |
| (25) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Pr | rogram (Apr |

 $\underline{\mathbf{X}}$ (26) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

2012) (15 U.S.C. 637(m)).

 \underline{X} (27) 52.222-19, Child LaborCooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

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

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X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999). <u>X</u> (29) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246). X (30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212). X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)(29 U.S.C. 793). X (32) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212). X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). _ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) (35)(i) 52.223-9. Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.) (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) __ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b). ___ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423). __ (ii) Alternate I (DEC 2007) of 52.223-16. X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513). ___ (39) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d). (40)(i) 52.225-3, Buy American Act Free Trade Agreements -- Israeli Trade Act (NOV 2012) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138). ___ (ii) Alternate I (MAR 2012) of 52.225-3. _ (iii) Alternate II (MAR 2012) of 52.225-3. _ (iv) Alternate III (NOV 2012) of 52.225-3. _ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). X (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s. proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). ____ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150). ___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f))). _ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f))). X (47) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332). (48) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332). __ (49) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332). (50) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a). _ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C.

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| (c) Th | e Cont | tractor | shall | comply | with | the FAR | ≀ clauses | in | this | paragraph | 1 (C) | , ap | plicable | to | commercia | l ser | vices | s, that t | he Cont: | racting |
|--------|--------|---------|-------|---------|--------|---------|-----------|------|------|-----------|-------|------|----------|-----|-----------|-------|-------|-----------|----------|------------|
| Office | r has | indicat | ed as | being | incorp | porated | in this | cont | ract | by refere | ence | to i | mplement | pro | visions o | f law | or e | executive | orders | applicable |
| to acq | uisit | ions of | comme | rcial i | tems: | | | | | | | | | | | | | | | |

- ____ (1) 52.222-41, Service Contract Act of 1965, (Nov 2007)(41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
 - ___ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).
 - (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
 - __ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
 - (iv) 52.222-26, Equal Opportunity (Oct 2010)(E.O. 11246).
- (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).

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- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)
 - (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
 - ____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)
 - (xii) 52.222-54, Employment Eligibility Verification (Jul 2012).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

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 2, 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 24;
 - (2) Any order for a combination of items in excess of 24; 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)

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EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS

| a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components. |
|--|
| 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207). |
| b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if thecked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components. |
| (1) X 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181). |
| (2) 252.203-7003, Agency Office of the Inspector General (APR 2012) (section 6101 of Pub. L. 110-252, 41 U.S.C. 3509). |
| (3) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416). |
| (4) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (JUN 2012) (15 J.S.C. 637). |
| (5) 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 J.S.C. 637 note). |
| (6)(i) 252.225-7001, Buy American Act and Balance of Payments Program (DEC 2012) (41 U.S.C. 10a-10d, E.O. 10582). |
| (ii) Alternate I (OCT 2011) of 252.225-7001. |
| (7) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b). |
| (8) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b). |
| (9) X 252.225-7012, Preference for Certain Domestic Commodities (DEC 2012) (10 U.S.C. 2533a). |
| (10) X 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a). |
| (11) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (Jun 2011) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts). |
| (12) 252.225-7017, Photovoltaic Devices (DEC 2012) (Section 846 of Pub. L. 111-383). |
| (13)(i) 252.225-7021, Trade Agreements (DEC 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note). |
| (ii) Alternate I (OCT 2011) of 252.225-7021. |
| (iii) Alternate II (OCT 2011) of 252.225-7021. |
| (14) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779). |
| (15) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755). |
| (16)(i) 252.225-7036, Buy American ActFree Trade AgreementsBalance of Payments Program (DEC 2012) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note). |
| (ii) Alternate I (JUN 2012) of 252.225-7036. |
| (iii) Alternate II (NOV 2012) of 252.225-7036. |
| (iv) Alternate III (JUN 2012) of 252.225-7036. |
| (v) Alternate IV (NOV 2012) of 252.225-7036. |
| (vi) Alternate V (NOV 2012) of 252.225-7036. |
| (17) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)). |

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- (18) _____ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) _____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
 - (20) _____ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
 - (21) X 252.227-7015, Technical Data--Commercial Items (DEC 2011) (10 U.S.C. 2320).
 - (22) X 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012) (10 U.S.C. 2321).
 - (23) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
 - (24) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
 - (25) _____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (DEC 2010) (Section 1092 of Public Law 108-375).
 - (26) <u>X</u> 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) ____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).
- (28) _____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
 - (29)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
 - (ii) ____ Alternate I (MAR 2000) of 252.247-7023.
 - (iii) ____ Alternate II (MAR 2000) of 252.247-7023.
 - (iv) X Alternate III (MAY 2002) of 252.247-7023.
 - 30) _____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
 - (31) _____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
 - (2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
 - (3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).
 - (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).
 - (5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
 - (6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
 - (8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
 - (9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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30 252.216-7006 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 the Date of Contract Award through Five years from the Date of Contract Award.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.
- (2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued'' when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.
 - (3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

31 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

- (a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification No.

(If none, insert None)

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows:
 - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

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- (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)

32 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)

33 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:

 $\label{lem:http://www.acq.osd.mil/dpap/dars/index.htm} or \ http://www.acq.osd.mil/dpap/dars/index.htm \ or \ http://farsite.hill.af.mil/VFAFARa.HTM$

(End of Clause)

34 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)

35 252.223-7001 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

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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 |
|----------|-----|-------|--------|--------|-----|
| | | | | | |
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- (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)

- 36 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]

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LIST OF ATTACHMENTS

| List of | | | Number | |
|-----------------|--|------|----------|----------------|
| Addenda | Title | Date | of Pages | Transmitted By |
| Exhibit A | CDRL A001 - PCSMTK PVT | | | |
| Exhibit B | CDRL A002 - PCSMTK DIGITAL PHOTOS | | | |
| Exhibit C | CDRL A003 - COMPONENT LIST PCSMTK | | | |
| Attachment 0001 | ATTACHMENT 0001 PCSMTK_DFP581 | | | |
| Attachment 0002 | ATTACHMENT 0002 PRICE EVALUATION SHEET (PES) | | | |
| Attachment 0003 | ATTACHMENT 0003 COMPONENTS AND WARRANTY REPLACEMENT | | | |
| Attachment 0004 | ATTACHMENT 0004 DIGITAL IMAGES AND COPYRIGHT RELEASE | | | |

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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

| | Regulatory Cite | Title | Date |
|-------------|-----------------|--|----------|
| 1 | 252.203-7005 | REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS | NOV/2011 |
| 2 | 252.209-7001 | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST | JAN/2009 |
| | | COUNTRY | |
| 3 | 252.227-7017 | IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE | JAN/2011 |
| | | RESTRICTIONS | |
| 4 | 252.227-7028 | TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE | JUN/1995 |
| | | GOVERNMENT | |
| | | | |
| 5 | 52.209-7 | INFORMATION REGARDING RESPONSIBILITY MATTERS | FEB/2012 |
| 3 4 5 | 252.227-7028 | RESTRICTIONS TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT INFORMATION REGARDING RESPONSIBILITY MATTERS | JUN/ |

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

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

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

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

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

- (b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in-
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via https://www.acquisition.gov (see 52.204-7).

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

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6 52.212-3 OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC APR/2011 2012) - ALTERNATE I (APR 2011)

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

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

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

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

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

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- (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

are participating in the joint venture:]

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controlled by, one or more women who are citizens of the United States.

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through

https://www.acquisition.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ___ identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.] (c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply. (1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern. (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ___ is, __ is not a veteran-owned small business concern. (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern. (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ___ is, ___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002. (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it _ is, _ is not a women-owned small business concern. (6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--(i) It ___ is, ___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB

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

(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

Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(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--

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shall check the category in which its ownership falls]:

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| Jama of | Offerer or | Contractor |
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| (111 IT 18, 18 not a joint venture that complies with the requirements of 13 CPR part 127, and the representation in measurance (c)(7)(1) of this provision is accurate for each EDMOSS concern not the same ur names of the EDMOSS concern and where small businesses of the EDMOSS concern and where small businesses that are participation in the joint venture:] The provision is a provision of the provision is accurate for each EDMOSS concern and where small businesses that are participating in the joint venture shall submit a separate signed copy of the EDMOSS concern participating in the joint venture shall submit a separate signed copy of the EDMOSS concern participating in the joint venture shall submit a separate signed copy of the EDMOSS concern participating in the joint venture shall submit a separate signed copy of the EDMOSS concern participating in the joint venture shall submit a separate signed copy of the EDMOSS concern participating in the joint venture shall submit a separate signed copy of the EDMOSS concern participating of the special state of the separate signed copy of the EDMOSS concern participating of the separate signed copy of the EDMOSS concern participation in the separate signed copy of the EDMOSS concern participation in the separate signed copy of the EDMOSS concern participation in the separate signed copy of the EDMOSS concern participation in the separate signed concern signed concern participation in the separate signed concern signed concern participation in the separate signed concern since signed concern signed concer | Name of Offeror or Contractor: |
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| paragraph (cl[7](i) of this provision is a nonvente for each NAMORSH concern participating in the joint venture. [The offeror shall enter the name or masse of the ENGOSC concern and other small businesses that are participating in the joint venture:] Each ENGOSC concern participating in the joint venture shall submit a separate signed copy of the ENGOSC representation. Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold. (8) Wemen-counced business concern (other than small business concern). [Complete only if the offeror is a wemen-counced business concern and did not represent tashf as a small business concern. If this is a minutation for hid, small business afformers are small business concern. (9) The bid priority for labor surplus area concerns. If this is an invitation for hid, small business afformers any identify the labor surplus area in which cents to be insurred an account of manufacturing or production (by affects or first-tier subcontractors) amount to more than 50 percent of the contract price: (10) [Complete only if the solicitation contains the clause at FAS 52,219-22, Notice of Price Evaluation Adjustment for Small bisadvantaged Musiness Concerns, or FAS 52,219-25, Small hisadvantaged Musiness Concerns, or FAS 52,219-25, Small hisadvantaged Musiness Concerns and didnified, on the date of this representation, as a scriffied small disadvantaged Musiness Concerns and identified, on the date of this representation, as a scriffied small disadvantaged Musiness Concerns (Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a scriffied small disadvantaged Musiness Concerns and identified, on the date of this representation, as a scriffied small disadvantaged Musiness Concerns. The CCE Openatic Small Business Administration set for the 11 CYPE 121,104(c)(21) or (a) It | (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 |
| Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold. (8) Nomen-connect business concern (other than small business concern). (Complete only if the offeror is a women-connect business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.). The offeror represents that it | (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:] |
| Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold. (8) Momen-conned business concern (other than small business concern). [Complete only if the offeror is a women-conned business concern and did not represent treelf as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it is, a women-conned business concern in paragraph (c)(1) of this provision.]. The offeror represents that it is an invitation for bid, small business offerors may identify the labor surglus 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 PAS 52.219-23, Notice of Price Evaluation Adjustment for Small business 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 in the CCR Dynamic Small Business Search database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged concerning and control has occurred since its certification, and, where the concern is councily one or more individual colations disadvantaged exclusions set forth at 13 CCR 124.104(c)(2) or (B) It has, has not submitted a completed agglication to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern. The offeror represents, as part of its offer. that it is a joint venture that complies with the requirements in 13 CCR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has concerned business concern. The offeror represents, as part of its offer. that it is a joint venture that complies with the requirements in | |
| (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) The 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 52.229-25, 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 CCR Dynamic Small Business Search database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification; and, where the concern is sowned by one or more industal 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(12)) or (2) Ithas,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 124.1002(f) and that the representation is pending, and that no material change in disadvantaged ownership and control has occurred since its | Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation. |
| 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) The 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.] (1) General. The offeror represents that either (A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration (FRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by no 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 (21); 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 124.5002(F) and that the representation 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. | Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold. |
| 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 CCR Dynamic Small Business Search database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or over 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) Ithas, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern. The offeror represents, as 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 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 (ii) It is, is not a HUBZo | (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. |
| 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 (ii) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration (PRC-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 GFR 124.104(c)(2); or (B) Ithas, 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 GFR 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 GFR 124.1002(f) and that the representation in paragraph (c)(10)(f) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture: (1) 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 re | (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: |
| (A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or (B) Ithas, 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)(ii) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture: (1) 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 point venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision | |
| identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or (B) Ithas, 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: (i) 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 certifi | (i) General. The offeror represents that either |
| 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: ——————————————————————————————————— | identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, |
| 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: | (B) Ithas, 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. |
| 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. | (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:] |
| 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. | (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 |
| paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. | (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 |
| | 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: |

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(8) of this provision.) [The offeror

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| Name of Offeror or Contractor: | |
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| runic of Official of Contractor. | |

| 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 ActSupplies." |
| (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.)
 - $(i) \ \ \text{The offeror certifies that each end product, except those listed in paragraph } (g)(1)(ii) \ \ \text{or } (g)(1)(iii) \ \ \text{of this provision, is a}$

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Name of Offeror or Contractor:

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:

| CONTINUATION SHEET | Reference No. of Document Be | ing Continued | Page 46 of 56 |
|--------------------------------|------------------------------|---------------|---------------|
| CONTINUATION SHEET | PHIN/SHIN W56HZV-12-R-0223 | MOD/AMD | |
| Name of Offeror or Contractor: | | | • |
| Line Item No. Country of | Origin | | |
| | | | |
| | | | |
| | | | |
| [List as necessary] | | | |

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

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

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

| Line Item No. | Country of Origin |
|---------------|-------------------|
| | |
| | |
| | |

[List as necessary]

- (5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled Trade Agreements.
 - (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No. Country of Origin

[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--
- (1) ___ Are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) ___ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (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

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Name of Offeror or Contractor:

- (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

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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 not certify that
- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
 - (2) [] Certain services as described in FAR 22.1003-4(d)(1). The offeror [] does [] does not certify that
- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
 - (3) If paragraph (k)(1) or (k)(2) of this clause applies
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
 - (3) Taxpayer Identification Number (TIN).
 - * TIN: _____.
 - * TIN has been applied for.
 - * TIN is not required because:
- * Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - * Offeror is an agency or instrumentality of a foreign government;

* Name and TIN of common parent:

Name _

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| * | 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;
- (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
- (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

of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

- (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/t1lsdn.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

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Name of Offeror or Contractor:

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

(End of Provision)

7 52.225-18

PLACE OF MANUFACTURE

SEP/2006

JAN/2012

(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)

8 252.209-7999

REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX

(DEV 2012- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION

00004) 2012-00004)

- (a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that--
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that--

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|------------------------------------|---------------|
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Name of Offeror or Contractor:

- (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)

9 52.215-4010 (TACOM) AUTHORIZED NEGOTIATORS

JUN/2008

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 |
|------|-------|------------------|
| | | |
| | | |

[End of Provision]

10 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]

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

| | Regulatory Cite | Title | |
|---|-----------------|--|----------|
| 1 | 52.211-6 | BRAND NAME OR EQUAL | AUG/1999 |
| 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 | 52.215-16 | FACILITIES CAPITAL COST OF MONEY | JUN/2003 |
| 5 | 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 Center 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)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

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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

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)

52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (TACOM) (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.

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- (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]

- 9 52.215-4003 HANDCARRIED OFFERS INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES MAY/2011 (TACOM) (NON-US POSTAL SERVICE MAIL)
- (a) Unless specifically authorized elsewhere in this solicitation, paper offers will not be accepted. The term "handcarried offers" generally refers to offers contained on electronic media, which we recognize may be delivered "by hand." Handcarried offers must be <u>delivered</u> to Building 255.
 - (b) Handcarried offers, including disks or other electronic media, shall be <u>addressed</u> to:

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

- (c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Offer Receipt Office at the above address.
- (d) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.
- (e) Handcarried offers must be <u>delivered</u> to Building 255. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 255. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Offer Receipt Office in Building 231.
- (f) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.
 - (g) Packages must be delivered to Building 255 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

10 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

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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]

11 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES

OCT/2006

(a) Policy:

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

(b) Agency Protest:

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

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

(c) Election of Forum:

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

(d) Protest Decision Authority:

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

(e) <u>Time for Filing a Protest</u>:

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

(f) Form of Protest:

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

- (g) Processing of HQAMC-Level Protests
- (1) To file an AMC-level protest, send the protest to:

Headquarters U.S. Army Materiel Command Office of Command Counsel 4400 Martin Road Rm: A6SE040.001

Redstone Arsenal, AL 35898-5000

Fax: (256) 450-8840

Packages sent by FedEx or UPS should be addressed to:

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Name of Offeror or Contractor:

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

Fax: (256) 450-8840

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures: http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp

- (2) Within 10 working days after the protest is filed, the contracting officer, with the assistance of legal counsel, shall file with the HQAMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.
- (3) The HQAMC protest decision authority will issue a written decision within 20 working days after the filing of the protest.
- (4) The written decision will be binding on the Army Materiel Command and its contracting activities.
- (5) For good cause shown, the HQAMC protest decision authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within one working day of the decision to grant the extension.
- (h) Effect of Protest on Award and Performance:
- (1) <u>Protests before award</u>: When a protest is filed with HQAMC prior to award, a contract may not be awarded unless authorized by the HQAMC director of contracting, in accordance with FAR 33.103(f).
- (2) <u>Protests after award</u>: When a protest is filed with HQAMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.506, the contracting officer shall suspend performance. The HQAMC director of contracting may authorize contract performance, notwithstanding the protest, upon a written finding that:
- -- contract performance will be in the best interests of the United States; or
- -- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQAMC protest decision authority.
- (i) Remedies:

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

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

[End of Clause]

12 52.245-4002 ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL MAR/1996 (TACOM) TOOLING

- (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.

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Reference No. of Document Being Continued

PIIN/SIIN W56HZV-12-R-0223

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Name of Offeror or Contractor:

- (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]

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CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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

B. EXHIBIT: A C. CATEGORY: TDP ____ TM ___ OTHER ___X_ D. SYSTEM/ITEM: PCSMTK, NSN 5280-00-511-1950 E. CONTRACT/PR NO.: N/A F. CONTRACTOR: N/A 1. DATA ITEM NO: A001

2. TITLE: TEST/INSPECTION REPORT

A. CONTRACT LINE ITEM NO.: 0019

3. SUBTITLE: PRODUCT VERIFICATION TEST REPORT

4. AUTHORITY: DI-NDTI-80809B

5. CONTRACT REFERENCE: SECTION 4 OF DFP ARDEC-581B 6. REQUIRING OFFICE: ILSC TOOLS GROUP (AMSTA-LCC-T)

7. DD250 REO: LT 8. APP CODE: A

9. DIST. STATEMENT REQ: A

10. FREQUENCY: ONE/R 11. AS OF DATE: N/A

12. DATE OF FIRST SUBMISSION: ASREO

13. DATE OF SUBS. SUBMISSION: ASREO

14. DISTRIBUTION:

A. ADDRESSEE: AMSTA-LCC-T

RDAR-OEP-C

CONTRACT SPECIALIST

B. COPIES:

DRAFT:

FINAL: 1EA

REG REPRO:

15. TOTAL COPIES: 4

16. REMARKS:

PCSMTK; TOOL KIT, MACHINIST: POST, CAMP AND STATION BLOCK D:

THE CONTRACTOR SHALL SUBMIT THE PRODUCT VERIFICATION TEST (PVT) ELECTRONICALLY AS A MICROSOFT WORD DOCUMENT 5 DAYS AFTER THE TEST HAS BEEN COMPLETED.

THE GOVERNMENT WILL REVIEW THE PVT AND PROVIDE FEEDBACK TO THE CONTRACTOR WITHIN 15 DAYS OF RECEIPT. THE CONTRACTOR SHALL HAVE 15 DAYS TO RESPOND. ELECTRONIC SUBMISSIONS SHALL BE SENT TO THE FOLLOWING:

> COPY FINAL REG. CARRIE.A.MYERS8.CIV@MAIL.MIL DANIEL.C.CUTLER2.CIV@MAIL.MIL COPY FINAL REG. KELLY.A.STARR4.CIV@MAIL.MIL COPY FINAL REG. SARAH.L.DAVIS.CIV@MAIL.MIL FINAL REG.

USA TACOM

ILSC CS&CSS R&S DIR TOOLS GROUP ITEM MANAGER MS. CARRIE MYERS AMSTA-LCC-T MS 355 6501 E. 11 MILE ROAD WARREN, MI. 48397-5000 COPIES: 1 DRAFT, 1 FINAL REG

17. PRICE GROUP:

18 ESTIMATED TOTAL PRICE:

PIIN/SIIN W56HZV-12-R-0223
MOD/AMD

ATT/EXH ID Exhibit A
PAGE 2

G. PREPARED BY: MS. ZAKKIA J. ALI

H: DATE: 15 May 2012

I: APPROVED BY: MS. KELLY STARR

J: DATE: 17 JAN 2013

PAGE 1 OF 1

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MOD/AMD

ATT/EXH ID Exhibit B
PAGE 1

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A. CONTRACT LINE ITEM NO.: 0019

B. EXHIBIT: A

C. CATEGORY:

TDP ____ TM ___ OTHER ___X_

D. SYSTEM/ITEM: PCSMTK, NSN 5280-00-511-1950

E. CONTRACT/PR NO.: N/A

F. CONTRACTOR: N/A

1. DATA ITEM NO: A002

2. TITLE: COLOR PHOTOGRAPH PRINTS

3. SUBTITLE: DIGITAL IMAGES

4. AUTHORITY: DI-NDTI-80809B

5. CONTRACT REFERENCE: SEE BLOCK 16

6. REQUIRING OFFICE: ILSC TOOLS GROUP (AMSTA-LCC-T)

7. DD250 REQ: LT

8. APP CODE: A

9. DIST. STATEMENT REQ: A

10. FREQUENCY: ONE/R

11. AS OF DATE: N/A

12. DATE OF FIRST SUBMISSION: SEE BLOCK 16
13. DATE OF SUBS. SUBMISSION: SEE BLOCK 16

14. DISTRIBUTION:

A. ADDRESSEE: AMSTA-LCC-T

CONTRACT SPECIALIST

PCO

B. COPIES:

FINAL: 1EA

15. TOTAL COPIES: 3

16. REMARKS:

BLOCK D: MACHINIST TOOL KIT POST CAMP AND STATION

BLOCK 4: ALL SECTIONS OF DI-MISC-80192 ARE DELETED EXCEPT: 10.2C, 10.2.1. ALL REFERENCES TO STANDARD GLOSSY PHOTOGRAPHS ARE DELETED.

BLOCK 5: SOW FOR DIGITAL IMAGES, ATTACHMENT 002

BLOCKS 11-13: THE CONTRACTOR SHALL PROVIDE THE DIGITAL IMAGES (30) THIRTY DAYS AFTER THE PRODUCT VERIFICATION TEST APPROVAL.

THE GOVERNMENT WILL REVIEW THE DIGITAL IMAGES AND PROVIDE FEEDBACK TO THE CONTRACTOR WITHIN (15) FIFTEEN DAYS OF RECEIPT OF ALL DIGITAL IMAGES. IN THE EVENT ANY ORIGINAL IMAGES ARE REJECTED, THE CONTRACTOR SHALL PROVIDE NEW/REVISED IMAGES WITHIN (15) FIFTEEN CALENDAR DAYS.

THE CONTRACTOR SHALL PROVIDE TWO COPIES OF THE DIGITAL IMAGES TO THE GOVERNMENT: ONE COPY SHALL BE DELIVERED TO THE PROCURING CONTRACTING OFFICER (PCO); THE SECOND COPY SHALL BE PROVIDED TO THE SYSTEM ACQUISITION SPECIALIST (SAS). BOTH COPIES SHALL BE ON A CD ROM WITH PAPER COPYRIGHT RELEASE LETTERS. THE CONTRACTOR SHALL PROVIDE COPYRIGHT RELEASE LETTERS ALONG WITH THE DIGITAL IMAGES OR BEFORE THE DATE THE DIGITAL IMAGES ARE TO BE DELIVERED.

SUBMIT ELECTRONICALLY TO:

CARRIE.A.MYERS8.CIV@MAIL.MIL KELLY.A.STARR4.CIV@MAIL.MIL SARAH.L.DAVIS.CIV@MAIL.MIL

USA TACOM
ILSC CS&CSS R&S DIR TOOLS GROUP
ITEM MANAGER MS. CARRIE MYERS

 PIIN/SIIN
 W56HZV-12-R-0223

 MOD/AMD
 Exhibit B

 PAGE
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17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: MS. ZAKKIA J. ALI

H: DATE: 15 May 2012

I: APPROVED BY: MS. KELLY STARR

J: DATE: 17 JAN 2013

PAGE 1 OF 1

PIIN/SIIN W56HZV-12-R-0223 MOD/AMD ATT/EXH ID Exhibit C PAGE 1

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.: 0018 B. EXHIBIT: A C. CATEGORY: TDP ____ TM ___ OTHER ___X_ D. SYSTEM/ITEM: PCSMTK, NSN 5280-00-511-1950 E. CONTRACT/PR NO.: N/A F. CONTRACTOR: N/A 1. DATA ITEM NO: A003 2. TITLE: TOOLKIT SUBSET COMPONENT LIST 3. SUBTITLE: NA 4. AUTHORITY: OPL-83507-11 NOT 1 5. CONTRACT REFERENCE: SECTION 3 OF DFP ARDEC-581 6. REQUIRING OFFICE: ILSC TOOLS GROUP (AMSTA-LCC-T) 7. DD250 REQ: LT 8. APP CODE: A 9. DIST. STATEMENT REO: A 10. FREQUENCY: ONE/R 11. AS OF DATE: N/A 12. DATE OF FIRST SUBMISSION: SEE BLOCK 16 13 DATE OF SUBS SUBMISSION: NA 14. DISTRIBUTION: A. ADDRESSEE: AMSTA-LCC-T

CONTRACT SPECIALIST

PCO

B. COPIES: DRAFT: FINAL: 1EA

REG REPRO: 15. TOTAL COPIES: 3

16. REMARKS:

BLOCK D: MACHINIST TOOL KIT POST CAMP AND STATION

BLOCK 12: THE CONTRACTOR SHALL SUBMIT THE COMPLETE LIST OF THE TOOL KIT INCLUDING SUBSET COMPONENTS AND WARRANTY REPLACEMENT COMPONENTS FOR NSN 5280-00-511-1950 WITHIN 45 DAYS OF CONTRACT AWARD.

BLOCK 14: CARRIE.A.MYERS8.CIV@MAIL.MIL KELLY.A.STARR4.CIV@MAIL.MIL

USA TACOM

ILSC CS&CSS R&S DIR TOOLS GROUP ITEM MANAGER MS. CARRIE MYERS

SARAH.L.DAVIS.CIV@MAIL.MIL

AMSTA-LCC-T MS 355 6501 E. 11 MILE ROAD WARREN, MI. 48397-5000

COPIES: 1 DRAFT, 1 FINAL17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: MS. ZAKKIA J. ALI

H: DATE: 15 May 2012

I: APPROVED BY: MS. KELLY STARR

J: DATE: 17 JAN 2013

PAGE 1 OF 1

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 Exhibit C

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