SOLICITATION/CONT Offeror To	RACT/ORDER For Complete Block 12,		IAL ITEM	1. Requisition Num	ber		Page	1 Of	20
2. Contract No.	3. Award/Effective	Date 4. Order	r Number	5. Solicitation Num				itation Iss	sue Date
7. For Solicitation Information Call:	A. Name CHRISTOPHER	ZINK		B. Telephone Numb (586) 282-796		Collect Calls)		r Due Dat JAN25 01	te/Local Time 3:00pm
9. Issued By U.S. ARMY CONTRACT	Co	de w56HZV 1	0. This Acqu	usition is X Unr	estricted	OR	Set A	Aside:	% For:
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			Service-Di	sabled Veteran-Owne	ed Small l	Business	NAICS	33331	.4
Email: CHRISTOPHER.C.ZI	INK@US.ARMY.MIL		8(A)				Size Sta	andard:	500
11. Delivery For FOB Destin Unless Block Is Marked	ation 12. Discour	nt Terms	13a. This	Contract Is A Rated C	Order Un	der DPAS (15 C	CFR 700)	13b. Ra	ting DOA5
See Schedule		1	4. Method (Of Solicitation X	RFQ	IFB		RFP	
15. Deliver To	Со	de 1	6. Administe	ered By				Code	
SEE SCHEDULE									
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17a. Contractor/Offeror C	ode Fa	cility 18	8a. Payment	Will Be Made By				Code	
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17b. Check If Remittance Address In Offer	e Is Different And Put	Buen	8b. Submit I	See Addendum		Block 18a Unles		Below Is (
17b. Check If Remittance		Such 1 20. Of Supplies/Service			Shown In 22. Unit		ss Block F 23. ait Price	Below Is (Checked 24. Amount
17b. Check If Remittance Address In Offer 19.		20. Of Supplies/Service		See Addendum 21.	22.		23.	Below Is (24.
17b. Check If Remittance Address In Offer 19.	Schedule	20. Of Supplies/Service		See Addendum 21.	22.		23.	Below Is (24.
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19. Item No.	20. Schedule Of Supplies/S	ervices	21. Quantity	22. Unit	23. Unit Price	24. Amount
	•					
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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Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

Buyer Name: CHRISTOPHER ZINK

Buyer Office Symbol/Telephone Number: CCTA-ADS-A/(586)282-7965 Weapon System: Other Individual and Crew Served Weapons

*** End of Narrative A0000 ***

1. This Request for Quote will result in the award of a purchase order. This solicitation is issued under FULL AND OPEN COMPETITION.

CLIN NOMENCLATURE P/N QUANTITY

0001 Leupold SX-1 Ventana 15-45x60mm 11358 2 EA
Straight Spotting Scope
Kit (with case and tripod)

2. All offers must remain valid for 30 days.

links to the solicitation package on ProcNet.

3. The closing date and time established for this solicitation is 25 January 2013 at 3:00 PM (local time Warren, MI).

*** END OF NARRATIVE A0001 ***

Regulatory Cite Title Date

52.204-4016 WARREN ELECTRONIC CONTRACTING DEC/2011

- (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
- (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 Central Contractor Registry (CCR) and have a CCR Marketing Partner Identification Number (MPIN) and CAGE Code.
- (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:

- (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:

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Name of Offeror or Contractor:

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. 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]

3 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]

4 52.214-4000 ACKNOWLEDGMENT OF AMENDMENTS OCT/1993
Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date below:

Amendment Number Date

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CONTINUATION SHEET	PIIN/SIIN W56HZV-13-T-0127	MOD/AMD	
Name of Offeror or Contractor:			·
(End of Provision)			
(End of Floviblon)			

5 52.217-4911 NOTICE OF URGENT REQUIREMENT

NOV/2001

Army Contracting Command - Warren considers this requirement to be urgent. Timely performance and delivery are essential. Deliveries ahead of schedule are encouraged whenever they can be offered without additional cost to the Government. The Contractor is requested to immediately contact the buyer or contracting officer identified on the cover page of this document to notify them of any pending or potential problems and/or suggestions for contract streamlining that would enable faster deliveries.

[End of Provision]

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SPOTTING SCOPE KIT NSN: 9999-99-999-9999				
	10.				
0001AA	PRODUCTION QUANTITY	2	EA	\$	\$
	GENERIC NAME DESCRIPTION: SPOTTING SCOPE KIT PRON: J53A0ENKEH PRON AMD: 01				
	AMS CD: UDH006				
	FMS COUNTRY/CASE: RO/UDH				
	Leupold SX-1 Ventana 15-45x60mm Straight Spotting				
	Scope Kit (including tripod and case)				
	Manufacturer's Part Number: 11358				
	(End of narrative B001)				
	(Ma of Milative Bool)				
	Packaging and Marking				
	PACKAGING/PACKING/SPECIFICATIONS:				
	SEE PACKAGING CLAUSE IN SECTION D LEVEL PRESERVATION: Commercial				
	LEVEL PACKING: Commercial				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 BROA9N21889006 BXXUDH L BROA00 2				
	PROJ CD BRK BLK PT BROA00				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 2 0030				
	FOB POINT: Origin				
	SHIP TO: Contact DCMA for shipping instructions				
	MARK FOR: S.C.ELPROF S.A				
	TEL 40212523815 FAX 40212523636				
	82 BAICULUI STREET SECTOR 2 021784				
	BUCHAREST RO				
		l	1	l	

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Name of Offeror or Contractor:

PACKAGING AND MARKING

6 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: 001

- 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
- 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: N/A

(End of Clause) (DS6422)

INSPECTION AND ACCEPTANCE

7	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
8	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

DELIVERIES OR PERFORMANCE

9	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
10	52.247-29	F.O.B. ORIGIN	FEB/2006
11	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	FEB/2006
12	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984

CC	ANITINITIA TIANI	CHEET	Reference No. of Document Bo	eing Continued	Page 8 of 20
CC	ONTINUATION	SHEET	PHIN/SHN W56HZV-13-T-0127	MOD/AMD	
Name of O	fferor or Contracto	r:			•
13	52.247-59	F.O.B. OR	GINCARLOAD AND TRUCKLOAD SHIPMENTS		APR/1984
14	52.247-65	F.O.B. OR	IGIN, PREPAID FREIGHTSMALL PACKAGE S	SHIPMENTS	JAN/1991
15	52.247-60 (WARREN)	GUARANTEEI	SHIPPING CHARACTERISTICS		APR/2012

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

(1) To be completed by the offeror:
	(i) Type of container: Wood Box, Fiber Box, Barrel, Reel, Drum, Other (Specify);
	(ii) Shipping configuration: Knocked-down, Set-up, Nested, Other (specify);
	(iii) Size of container: (Length), x (Width), x (Height) = Cubic Ft;
	(iv) Number of items per container each;
	(v) Gross weight of container and contents Lbs;
	(vi) Palletized/skiddedYes No;
	(vii) Number of containers per pallet/skid;
	(viii) Weight of empty pallet bottom/skid and sides Lbs;
	(ix) Size of pallet/skid and contents;
(2) To be completed by the Government after evaluation but before contract award:
	(i) Rate used in evaluation; (ii) Tender/Tariff; (iii) Thom

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

(End of Clause)

*52.247-4060, TACOM Clarification for Guaranteed Shipping Characteristics

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

- a. To calculate Lbs in item (ix) above: $[(v) \times (vii)] + (viii)$
- b. To calculate Cube in item (ix) above: provide length, width and height of loaded pallet in inches. This should be greater than item (iii).

(End of TACOM clause clarifying language)

		Reference No. of Document	Reference No. of Document Being Continued	
•	CONTINUATION SHEET	PIIN/SIIN W56HZV-13-T-0127	MOD/AMD	
Name of	Offeror or Contractor:			
16	52.225-4000 VERIFICAT	CION OF FOREIGN MILITARY SALES (FMS)	ADDRESSES	APR/2000
cognizant		chipment of supplies under this control		
		[End of Clause]		
17	52.247-4005 SHIPMENT (TACOM)	OF SUPPLIES AND DETENTION OF CARRIER	S EQUIPMENT	AUG/2003
(a)	Unless otherwise directed, shipm	ment items under this contract in fol	lowing order of priority:	
	(1) Government/Commercial Bill(s) of Lading or US Postal Services;		
	(2) Prepaid Commercial Bill(s)	of Lading with transportation charge	s entered as a separate ite	m on the invoice; or
	(3) As otherwise instructed whe	en the contract prohibits use of Gove	rnment funds for transporta	tion costs.
(b)	The Contractor will request:			
	(1) Government Bills of Lading	and		
	as to the methods of shipment to	ons, including Defense Transportation be followed by the Contractor, or (s) must allow prompt and convenient		
platforms	where the contract items supplied	es will be loaded. Any charges for doon is required or caused by the Gove	etention of carrier's equip	
		[End of Clause]		
18	52.247-4010 TRANSPORT (TACOM)	CATION DATA FOR FOB ORIGIN OFFERS		FEB/1994
	Provide the following information on in our evaluation of transport	on for us to use in selecting the most ation costs.	t favorable mode of shipmen	t. We'll also use this
	Offeror represents that:			
	(1) Facilities for shipping by	rail		
	[] are [] are not			
available	e at the F.O.B. point(s) stated in	this solicitation.		
	(2) If rail facilities are not	available at the F.O.B. point(s), th	e name and location of the	nearest team track is:
	(NAME)	(LOCA	TION)	
	(3) Facilities for shipping by	water		
	[] are [] are not			

(4) Facilities for shipping by motor

available at the ${\tt F.O.B.}$ point(s) stated in this solicitation.

	Reference No. of Document Ber	Reference No. of Document Being Continued			
CONTINUATION SHEET	PIIN/SIIN W56HZV-13-T-0127	MOD/AMD			
Name of Offeror or Contractor:					
[] are [] are not					
vailable at the F.O.B. point(s) stated i	n this solicitation.				
(5) If there is a Contractor F lease indicate it below, per unit:	Reimbursable Loading Charge and you didn'	't include it in the off	ered unit price in Section B		
RAIL:/Unit	MOTOR:/Unit WATER:	/Unit			
	LOADING CHARGE (NOT ALREADY IN THE OFFERE LE PAGE, SECTION B, UNDER THE UNIT COLUMN	·	UNIT BASIS. THE UNIT		
he above information for loading charges n Section B. These costs include: (i)	sted above in the overall transportation s, we will consider all costs associated loading, (ii) blocking, (iii) bracing .B. carrier's equipment you've indicated	with loading to be incl g , (iv) drayage, (v) s	uded in the item price offer witching, or (vi) any other		
dministrative Contracting Officer (ACO).	Lable at the designated F.O.B. point(s), If the ACO tells you rail facilities we ransportation to the nearest rail facility	will be used, we'll adju	•		
	CONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU SHIPMENT BY RAIL WILL NOT COST US ANY MOR		T PRICE ALREADY INCLUDES ALI		
	[End of Clause]				

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

[End of Clause]

(City) (State) (ZIP) (County)

(State) (ZIP) (County)

near:

(1) Contractor's Plant:

(2) Subcontractor's Plant: ____

(City)

CONTINUATION SHEET Reference No. of Document Being Continued Page 11 of 20 PIIN/SIIN W56HZV-13-T-0127 MOD/AMD

Name of Offeror or Contractor:

CONTRACT ADMINISTRATION DATA

20 252.204-0005 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]

21 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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Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

22 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.

CONTRACT CLAUSES

23	52.212-4	CONTRACT TERMS AND CONDITIONSCOMMERCIAL ITEMS	FEB/2012
24	52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT	OCT/1997
25	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT	APR/1984
		FORM)	
26	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
27	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
28	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
29	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
30	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
31	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR	NOV/2012
		EXECUTIVE ORDERSCOMMERCIAL ITEMS	

(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(q)).

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Name of Offeror or Contractor:

--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 (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 _ (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). ___ (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). ___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313). (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)(section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161) ____ (9) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a). _ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a). ___ (11) [Reserved] _ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644). _ (ii) Alternate I (Nov 2011) of 52.219-6. __ (iii) Alternate II (Nov 2011) of 52.219-6. ___ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644). ___ (ii) Alternate I (Oct 1995) of 52.219-7. (iii) Alternate II (Mar 2004) of 52.219-7. __ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)). (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011)(15 U.S.C. 637 (d)(4)). __ (ii) Alternate I (Oct 2001) of 52.219-9. _ (iii) Alternate II (Oct 2001) of 52.219-9. _ (iv) Alternate III (Jul 2010) of 52.219-9. _ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)). (17) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).

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

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Name of Offeror or Contractor:

(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 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I (June 2003) of 52.219-23.
(20) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (Dec 2010)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(21) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(22) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f)
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) Concerns (Apr 2012) (15 U.S.C. 637(m)).
(25) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
X (26) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
(27) 52.222-19, Child LaborCooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
(29) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).
(31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)(29 U.S.C. 793).
(32) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).
(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
(34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 5962(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 52.223-16X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513) (39) 52.225-1, Buy American ActSupplies (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.

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(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)).
(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.SFlag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
(ii) Alternate I (Apr 2003) of 52.247-64.
c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
(1) 52.222-41, Service Contract Act of 1965, (Nov 2007)(41 U.S.C. 351, et seq.).
(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(3) 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts) (Sep 2009)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).
(4) 52.222-44, Fair Labor Standards Act and Service Contract Act Price Adjustment (Sep 2009)(29 U.S.C. 206 and 41 U.S.C. 351 set seq.).
(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain EquipmentRequirements (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 ServicesRequirements (Feb 2009 41 U.S.C. 351, et seq.).
(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
(8) 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

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CONTINUATION SHEET

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) [Reserved]
 - (iv) 52.222-26, Equal Opportunity (Oct 2010)(E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).
 - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
 - (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seg.)
 - (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 obliquations.

(End of Clause)

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Name of Offeror or Contractor:

a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.
52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).
(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
(1) _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 (JUN 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) 252.225-7012, Preference for Certain Domestic Commodities (Jun 2012) (10 U.S.C. 2533a).
(10) 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 (NOV 2012) (Section 846 of Pub. L. 111-383).
(13)(i) 252.225-7021, Trade Agreements (NOV 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 (NOV 2012) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
(ii) Alternate I (JUN 2012) of 252.225-7036.
(iii) Alternate II (NOV 2012) of 252.225-7036.
(iv) Alternate III (JUN 2012) of 252.225-7036.
(v) Alternate IV (NOV 2012) of 252.225-7036.
(vi) Alternate V (NOV 2012) of 252.225-7036.
(17) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(18) ____ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by

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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) ____ 252.227-7015, Technical Data--Commercial Items (DEC 2011) (10 U.S.C. 2320).
 - (22) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012) (10 U.S.C. 2321).
 - (23) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
 - (24) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
 - (25) _____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (DEC 2010) (Section 1092 of Public Law 108-375).
 - (26) ____ 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) ____ 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) $\underline{\hspace{0.1cm}}$ X $\underline{\hspace{0.1cm}}$ Alternate III (MAY 2002) of 252.247-7023.
 - 30) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
 - 31) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
 - (2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
 - (3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).
 - (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).
 - (5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
 - (6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
 - (8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
 - (9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

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			PIIN/SIIN W56HZV-13-T-0127	MOD/AMD		
Name of Of	feror or Contractor:				<u> </u>	
PRESENTATI	ONS, CERTIFICATION	S, AND OTHER	STATEMENTS OF OFFERORS			
33	52.204-7	CENTRAL C	CENTRAL CONTRACTOR REGISTRATION DEC/			
34	52.215-4005 (TACOM)	MINIMUM A	CCEPTANCE PERIOD		OCT/1985	
			s provision, means the number of calend olicitation for receipt of offers.	dar days available to t	he Government for awarding a	
(b) Th	ne Government requi	res a minimu	m acceptance period of thirty (30) cale	endar days.		
(c) Ir equirement.		d immediatel	y below, offers may specify a longer ac	cceptance period than t	he Government's minimum	
Th	ne offeror allows t	he following	acceptance period: ca	alendar days.		
(d) Ar	n offer allowing le	ss than the	Government's minimum acceptance period	may be rejected.		
			[End of Provision]			
35	52.215-4010 (TACOM)	AUTHORIZE	D NEGOTIATORS		JUN/2008	
			atives that are authorized to negotiate or request for information:	e on your organization'	s behalf with the Government	
			PERSONS AUTHORIZED TO NEGOTIA:	ГЕ		
	NAME		TITLE	TELEPHONE NUM	EPHONE NUMBER	
			[End of Provision]			
ISTRUCTIONS	S, CONDITIONS, AND	NOTICES TO O	FFERORS			
36	52.212-1	INSTRUCTI	ONS TO OFFERORSCOMMERCIAL ITEMS		FEB/2012	
37	52.214-34		N OF OFFERS IN THE ENGLISH LANGUAGE		APR/1991	
38	52.214-35		NS OF OFFERS IN U.S. CURRENCY		APR/1991	
39	52.247-46	SHIPPING	POINT(S) USED IN EVALUATION OF F.O.B. (ORIGIN OFFERS	APR/1984	
ALUATION E	FACTORS FOR AWARD					
40	52.247-47	EVALUATIO	NF.O.B. ORIGIN		JUN/2003	

- (a) For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are:
 - in effect (or the lowest rates that will become effective before the expected date of initial shipment), and

52.247-4006 METHOD OF EVALUATION FOR F.O.B. ORIGIN TRANSPORTATION OFFERS DEC/2005

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

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(TACOM)

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Name of Offeror or Contractor:

- based upon the following freight classification:

[End of Provision]

- 42 52.209-4011 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD JAN/2001 (TACOM)
- (a) We'll award a contract to the offeror that:
 - (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, <u>and</u>
 - (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
 - (3) meets all the responsibility criteria at FAR 9.104.
- (b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:
 - (1) arrange a visit to your plant and perform a preaward survey;
 - (2) ask you to provide financial, technical, production, or managerial background information.
- (c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.
- (d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]