

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W52H1B72650105		PAGE 1 OF 44	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9098S-18-T-0038	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SABRINA L. LOWE				b. TELEPHONE NUMBER (No Collect Calls) 309-782-1598	
						8. OFFER DUE DATE/LOCAL TIME 03:00 PM 10 Jan 2018	
9. ISSUED BY  ROCK ISLAND ARSENAL (ACC-RI) JOINT MANUFACTURING & TECHNOLOGY CENTER BLDG 211 RODMAN AVENUE 1 ROCK ISLAND ARSENAL ROCK ISLAND IL 61299-5000  TEL: FAX:		CODE W9098S		10. THIS ACQUISITION IS  <input checked="" type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  EDWOSB  8(A)  NAICS: 332311  SIZE STANDARD: 750			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING DO-C9	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO TRANSPORTATION OFFICER, W52H1C TRANSPORTATION OFFICER BLDG 299, BECK AND GILESPIE EAST END, RECG DOOR 16A ROCK ISLAND IL 61299-5000 TEL: FAX:		CODE W52H1B		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE				18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 44	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY <i>(Print)</i>	
				42b. RECEIVED AT <i>(Location)</i>	
				42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>MODULAR OFFICE FFP</p> <p>Description: Modular Office to be installed in Building 211, IAW with Rock Island Purchase Description (RIPD) J9000-17-3-23 dated 14 September 2017.</p> <p>This solicitation includes a Scheduled Site Visit on 04 January 2018, at 10:00am Central Time. See Site Visit and Facility Access Requirements for additional information. <b>**Note - ALL visitors must pre-register with BOTH the Contract Specialist listed in this solicitation AND with RIA Visitor Center to gain access for this site visit.</b></p> <p>A Contracting Officer's Representative (COR) will be assigned to the resulting award. DFARS 252.201-7000.</p> <p>FOR INTERNAL RIA USE ONLY Customer Number: LMP Number: 52532740 Project Code: D12 (Production) FOB: Destination PURCHASE REQUEST NUMBER: W52H1B72650105</p>	1	Lot		
NET AMT					

SOLICITATION NARRATIVE

*This narrative is added as an addendum to FAR 52.212-1 entitled "Instructions to Offerors – Commercial Items".*

1. The Army Contracting Command – Rock Island (ACC-RI) hereby issues Solicitation W9098S-18-T-0038 for one (1) each, Modular Office, in accordance with the attached Rock Island Purchase Description (RIPD) J9000-17-3-23 dated 14 September 2017. This solicitation directly supports Rock Island Arsenal Joint Manufacturing and Technology Center (RIA-JMTC). The solicitation is issued in accordance with FAR Part 12 (Acquisition of Commercial Items) and FAR Part 13 (Simplified Acquisition Procedures).

2. This solicitation is set aside for 100% Small Business under NAICS 332311.

3. **DEADLINE FOR QUOTES is 10 January 2018 at 3:00pm Central Time.** All responsive, responsible quotes must be received prior to the closing date/time listed in this solicitation to be considered for award.

Questions regarding this solicitation may be emailed to the POC's listed in Paragraph 8 below.

4. **This solicitation includes a scheduled site visit on 04 January 2018 at 10:00am Central Time.** All visitors must pre-register with **BOTH** the Contract Specialist/Contracting Officer listed in this solicitation **AND** with the RIA Visitor Center to gain access to RIA's installation for this site visit.

See additional information under Site Visit Information and Facility Access Requirements for complete registration details.

5. The requested delivery timeline for this solicitation is: 120 Calendar Days from Contract Award Date.

On time delivery is very critical. Therefore, the contractor must adhere to the delivery requirements indicated in this solicitation. Failure to comply with the contractual delivery schedule after award may result in termination of the order or require consideration if the Government elects to extend your delivery. The Government is not required to extend your delivery schedule if you encounter delays. The non-availability of raw materials, subcontractor issues, scheduling conflicts, etc., are not acceptance delays/excuses for failing to meet the contractual delivery schedule. If there is going to be a delay in delivery, the contractor is required to notify the Contract Specialist and/or Contracting Officer designated in the purchase order prior to being late. Notice shall include the contractor's reason for delay, corrective action(s) taken or to be taken, and the contractor's offered consideration for the identified delay for the Government's consideration.

It is the responsibility of the contractor to ensure that they are providing a quality product(s) that conform to the solicitation/contract terms and conditions as well as meet the required delivery schedule. Delivery of non-conforming product(s) results in delivery/acceptance delays and increases the cost to the Government.

6. Payment will be made 100% upon final acceptance. Payments will be made by Defense Finance and Accounting System (DFAS) via Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) (Formally WAWF) System. Only electronic invoices, submitted through iRAPT will be accepted. All other formats will be rejected.

7. A minimum warranty of one (1) year parts and labor is required. All warranties will begin upon final acceptance performed by RIA-JMTC.

8. Point of Contacts for this solicitation are as follows:

Contract Specialist – Sabrina Lowe, Email: [sabrina.l.lowe.civ@mail.mil](mailto:sabrina.l.lowe.civ@mail.mil), Phone: 309-782-1598

Contracting Officer – Bette Dennison, Email: [bette.m.dennison.civ@mail.mil](mailto:bette.m.dennison.civ@mail.mil), Phone: 309-782-5163.

### **INSTRUCTIONS TO OFFERORS and EVALUATION FACTORS**

1. **General Instructions:** These instructions are a general guide for preparing your quote. These instructions generally describe the type and extend of information you should provide and emphasize the significant topic areas you should address in your quote. It is the responsibility of the contractor to review, in full, the solicitation and all amendments and attachments to ensure that submitted proposals are complete. Quotes should include sufficient information to fully demonstrate your understanding of the requirements.

2. **Proposal submission and format:** Each vendor shall prepare a single submission prior to the closing date and time listed within this solicitation. Quotes shall be prepared and authorized by a person regularly employed by the company and who can legal bind the company. All quotes are considered binding upon submission. Quotes shall include the name of each person contributing to the authorship of the quote, the person(s) position title, phone number, and email address of the person who should be contacted should an award be made. The quote should be clear and eligible. In addition, the quote shall be written in English and should be specific and complete as described in these instructions.

3. Quotes shall be emailed to the Contract Specialist – Sabrina Lowe, Email: [sabrina.l.lowe.civ@mail.mil](mailto:sabrina.l.lowe.civ@mail.mil). Contractors must submit their quotes in electronic submission prior to the closing date and time listed above. Quotes may be submitted via FedBizOps (FBO) (<https://www.fbo.gov>) or via email to the identified Contract Specialist – Sabrina Lowe, Email: [sabrina.l.lowe.civ@mail.mil](mailto:sabrina.l.lowe.civ@mail.mil). Quotes shall be submitted in Microsoft Office 2007 (or Higher) (Word and/or Excel) or PDF format only. Other formats such as (but not limited to) third party cloud files services, hard copies, CD's, or Drop Box will not be accepted.

All quotes received after the date and time set for submission will be considered a late submission and will be treated as such.

4. The Government intends to make one (1) firm fixed price award to the lowest price, responsive, and responsible contractor whose quote conforms to the terms and conditions of this solicitation (to include delivery) and represents the lowest total evaluated price. Contractors are responsible for providing their best price and delivery at the time of quote submission for this solicitation. Contractor responsibility will be determined as outlined in FAR 9.104-1.

Furthermore, the Government intends to evaluate quotes and award a purchase order without discussions (except clarifications as described in FAR 15.306(a)). Therefore, the contractors initial quote should contain the contractor's best terms for technical and price. However, the Government reserves the right to conduct discussions if determined necessary by the Contracting Officer.

5. The following factors will be evaluated:

Factor 1: Technical

Subfactor 1: Experience

Subfactor 2: RIPD Compliance

Factor 2: Price

6. Factor 1: Technical:

Subfactor 1: Experience: Contractors shall include information regarding the companies experience in supplying and installing modular offices, for a period of at least three (3) years preceding this solicitation. Modular offices is defined as pre-assembled walls, floors, doors, windows, and building components which (once assembled) become independent structures capable of being weather tight, with separate lighting, security, and environmental controls, from the factory setting where it is located. Modular offices are also capable of being easily disassembled and reused in another location. Contractors shall provide the following as evidence:

References: Contractors shall provide information of three (3) previously successful projects where the contractor previously sold and installed Modular offices the same or similar to that which is requested by this solicitation. The contractor shall provide a description of the facility in which the modular office was provided for and include the component manufacturer (manufacturer and model of modular office provided), customer /company name, a current point of contact (POC) for the customer/company who can confirm the successful project, company POC phone number and email.

Only those quotes that include three (3) previously successful projects for sold and /or installed modular offices, three (3) years preceeding this solicitation for the same or similar to that requested by this solicitation, will be considered further.

Subfactor 2: RIPD Compliance: Each contractor shall provide a statement of compliance. It shall be a copy of the purchase description (RIPD). At the end of each and every paragraph, the contractor shall type /write exactly either "Comply" or "Non-Comply". If a "Non-Comply" is provided, a brief description of the non-compliance is required.

A compliance statement that is fully compliant or has minor non-compliances, as determined by the Government, will be considered fully technically acceptable. Those compliance statements that do not comply with the areas of the RIPD that are determined major by the Government will not be further evaluated.

Only those quotes that fully comply with Factor 1 (Subfactor 1 and Subfactor 2) will be further evaluated on Factor 2 (Price).

7. **Factor 2: Price:** A firm fixed price for CLIN0001 is required. The contractor shall enter firm fixed prices at the CLIN level of this solicitation. All pricing shall be submitted on a FOB-Destination basis and include all necessary freight charges. All unit prices will be considered final and binding upon submission.

The Government reserves the right to require the submission of any data (i.e. Cost or pricing data other than certified cost or pricing data) necessary to validate the reasonableness of a quote.

8. Quotes shall be valid for 90 days from date of their proposal.

#### FACILITY ACCESS INFORMATION

**RIA INSTALLATION ACCESS REQUIREMENTS:** Rock Island Arsenal (RIA) Visitor Access Passes are only issued to individuals, not companies or groups. All visitors, to include transportation and freight service providers, official and unofficial, are highly encouraged to pre-register their visitors at least three (3) business days in advance. Pre-registration of visitors allows for the NCIC-III background check to be conducted prior to the individual visit, reducing the wait time upon arrival.

Visitor Access Request Forms can be found at <http://www.usagria.army.mil/accessrequests>  
Forms may be emailed or faxed.

All visitors must process through the Moline Visitor Center gate (I-74) off of River Drive in Moline, IL.

Visitors (to include transportation and freight providers) will require proper identification to access RIA. Those individuals using a driver's license from the states of Illinois, Minnesota, Missouri, New Mexico, or Washington will be required to use a secondary form of identification in conjunction with their driver's license to enter a U.S. Military installation such as RIA. A complete list of acceptable secondary forms can be found at <http://www.usagria.army.mil/accessrequests>

It is the responsibility of the prime contractor to ensure that this information is passed on to any subcontractor and/or transportation provider used during the performance of this purchase order. DRIVERS WHO DO NOT MEET THE INSTALLATION ACCESS REQUIREMENTS WILL NOT BE ALLOWED ON THE INSTALLATION AND WILL BE TURNED AWAY.

POC for this policy: RIA Visitor Center, Phone: 309-782-0485, Fax: 309-782-5029, Email: [usarmy.ria.imcom.mbx.usag-access-request@mail.mil](mailto:usarmy.ria.imcom.mbx.usag-access-request@mail.mil)

#### SITE VISIT INFORMATION

**This solicitation includes a Site Visit scheduled for 04 January 2018 at 10:00am Central Time.**

1. ALL INTERESTED CONTRACTORS ARE ENCOURAGED TO ATTEND. While the site visit is not mandatory, it should be noted that a contractor may have extreme difficulty in formulating an accurate quote on this requirement without first examining the existing conditions and determining the existence of potential obstacles. All

site inspection(s) and /or measurements, which would be helpful with formulating an accurate quote are the sole responsibility of the contractor.

2. Location for the scheduled site visit is Rock Island Arsenal – Joint Manufacturing and Technology Center (RIA-JMTC). All visitors shall meet in Bldg 211 at the Main Floor Cafeteria NLT 10:00am but no earlier than 9:45am Central time.

The visits will start promptly at 10:00am Central Time; therefore it is imperative that your representatives are on time.

3. All visitors to Rock Island Arsenal must obtain a Rock Island Arsenal (RIA) visitor pass. Please see “Facility Access Requirements” for detailed instructions in obtaining a pass.

In addition to the RIA Visitor Pass, all visitors to the JMTC facility must also obtain a JMTC Facility visitor badge. All visitors must pre-register with the Contract Specialist prior to attending this site visit to obtain a JMTC visitor badge. To begin the JMTC Security Check-in process, pre-register your visitor with the Contract Specialist listed below:

Contract Specialist – Sabrina Lowe, Email: [sabrina.l.lowe.civ@mail.mil](mailto:sabrina.l.lowe.civ@mail.mil)

When pre-registering with the Contract Specialist, the following information is required:

- First Name/Middle Initial/Last Name of the visitor (should be how your ID reads)
- Is the Visitor a U.S. Citizen? Yes /No
- Date in which the required Visitor Access Request Form was submitted.

If a foreign visitor:

- Country visiting from
- ID Number (Acceptable forms of ID are Passport, Visa Number, or Alien Registration)
- Date of Birth

4. During the site visit, contractors are urged to ask questions. Contractors shall only discuss this solicitation with the listed Contract Specialist. The Government will not be responsible for information that the contractor obtains on their own.

5. Each visitor will be required to wear, at minimum, full coverage footwear and will be required to wear safety glasses for this site visit. If safety glasses are needed, a pair of disposable safety glasses will be made available. The Government reserves the right to refuse any visitor(s) who do not properly adhere to the safety requirements.

RIPD J9000-17-3-23

## **1. GENERAL SYSTEM DESCRIPTION**

The purpose of this project is to purchase one (1) Porta-King In-Plant Two-Story Modular Office (or equal) for the Joint Munition and Technology Center (JMTC) Chief of Staff personal. The contractor shall provide and install the modular office in accordance with this purchase description. No Government labor, equipment, or materials will be used to support this project.

## **2. STANDARDS AND PUBLICATIONS**

## **2.1 Clarification**

Any ambiguities, questions, requests for clarification or discrepancies between sections of this purchase description, drawings, national or industry standards discovered by the contractor in reviewing this purchase description shall be reported by the bidder in writing to the contracting officer BEFORE THE DATE SCHEDULED FOR CLOSE OF BIDDING/receipt of proposal. Submission of a proposal or bid shall be construed as evidence that such examination has been made. Therefore, later claims for labor, material, or equipment required, or for difficulties encountered, which could have been foreseen had such reasonable examination been made, may be denied.

## **2.2 Fire Prevention and Protection**

The contractor shall comply with all fire prevention measures prescribed in the installation Fire Regulations, a copy of which is on file in the office of the Contracting Officer. A written fire permit shall be obtained from the installation Fire Marshall for use of open flame devices, such as torches, portable furnaces, tar kettles, or gas and electric welding and cutting equipment, in, on, or within 15-ft of the building. The contractor shall be liable for any fire loss to the Government properly attributable to negligence on the part of the contractor, including failure to comply with fire prevention measure described by the terms of this purchase description.

## **2.3 National Standards and Specifications**

The following specifications in effect on the Date of Invitation for Bid/Request for Proposal form a part of this purchase description. In the case of conflicting requirements, the more stringent shall apply.

- 2.3.1 Occupational Safety and Health Act of 1970 (OSHA).
- 2.3.2 American Society of Testing and Materials (ASTM)
- 2.3.2 American Society of Mechanical Engineers (ASME).
- 2.3.3 American National Standards Institute (ANSI).
- 2.3.4 National Electrical Manufacturers Association Standards (NEMA).
- 2.3.5 Electronic Industries Association (EIA).
- 2.3.6 American Welding Society (AWS).
- 2.3.3 National Fire Protection Association (NFPA).
  - 2.3.3.1 NFPA-70 National Electrical Code
  - 2.3.7.2 NFPA-79 Electrical Standard for Industrial Machinery.

## **3. REQUIREMENT**

### **3.1 Ownership**

This equipment is a standard product of the manufacturer and shall require either no change or minor design changes to meet requirements of these specifications. Therefore, ownership of the design will remain with the manufacturer.

### **3.2 General Design Standards**

3.2.1 DEVIATION FROM PRODUCT: Modifications to the manufacturer's standard design to achieve requirements as specified in this document are only permissible as dictated by good design practice.



3.2.2 UNITS OF MEASURE: Dimensions and capacities in this purchase description are given in the English-US (in-lb) system.

3.2.3 CONDUIT: Flexible conduit is not permitted in exposed areas. All wires, cables, and hoses will be enclosed by rigid, oil-proof protection, except where flexibility is necessary for operation of the equipment. Flexible wires, cables and hoses shall be arranged to prevent draping or tripping hazards. All conduit used shall be type EMT for exposed conduit. Strap-type conduit supports shall be used to affix conduit to the ceiling and walls. Conduit shall not be supported by other conduit, piping, HVAC ductwork, or suspended ceiling supports. All conduit shall be arranged to maintain maximum headroom and present a neat appearance. Conduit shall be ran tight to building structure ceiling wherever possible.

3.2.4 NEW FACILITIES COMPONENTS: The materials and components furnished under this purchase description shall be new and unused. The pre-engineered construction walls shall be pre-constructed to be completely reusable, easy for relocation.

3.2.5 COMPONENT ENVIRONMENT: Under no circumstances shall a component be used in an application not recommended by the component manufacturer. Components shall not be subjected to conditions of operation beyond the recommendations of the manufacturer, such as excessive heat, lack of lubrication, over-loading.

3.2.6 REPLACEMENT COMPONENTS: All replaceable components shall be manufactured to definite standards for tolerance, clearance, and finish, enabling components to be field installed without further machining.

3.2.7 PAINTING: All unfinished surfaces of the materials shall be painted with a lead free and chromium free commercial grade of metal primer and a minimum of one finish coat.

**3.3. Modular Building:** The contractor provide all materials, and labor to provide and install a two-story modular office for JMTC's Chief of Staff Personnel.

3.3.1 The Main Level: The Main L of the modular Office Structure (the elevation at JMTC's factory floor level) will be approximately 20-feet X 39-feet Outside Dimension (OD). The main level has 1 interior room. Interior room dimensions shall be approximately 19.5-feet X 38.5-feet, Inside Dimension (See enclosure for further clarification). All walls shall be prefinished panels, pre-cut, prewired and ready for immediate installation. The walls should use VERSA-King 3 interlocking walls or equal. Walls shall be 3" thick by 48" wide. Panel finish shall be white, 26-gauge (minimum thickness) embossed steel, laminated directly to core on the interior and exterior surfaces. Wall construction shall consist of expanded polystyrene ASTM E84 Class A fire-resistant, 1-pound polystyrene foam (PSF) density. All framing components (i.e. floor track, vertical connector, roof cap, etc) are to be Extruded Aluminum Painted to match wall color.

3.3.2 Second Floor: The Second Floor (directly above the Main Level on the North Wall) will be approximately 20-feet X 36-feet OD. The main level has 2 interior rooms. Total second floor dimensions shall be 19.5-feet' X 35.5-feet

Inside Dimension (See enclosure 1 for further clarification.). The Second floor will be 3-feet shorter than the main level, shortened along the south wall. This will allow for a 3-feet landing on the second floor (roof of the main level) where you can step down to the adjacent elevated walkway. All walls shall be prefinished panels, pre-cut, prewired and ready for immediate installation. The walls should use VERSA-King 3 interlocking walls or equal. Walls shall be 3" thick by 48" wide. Panel Finish shall be white, 26 gauge embossed steel laminated directly to core on both interior and exterior surfaces. Wall construction shall consist of expanded polystyrene ASTM E84 Class A fire-resistant, 1 pound PSF density. The roof will be required to have a load bearing weight of 50-pounds per square foot. The floor for the second-level of the Modular Office shall have load bearing capacity of at least 110-pounds per square foot. Plywood floor will be glued and screwed to the corrugated metal to reduce noise. All framing components (i.e. floor track, vertical connector, roof cap, etc) are to be Extruded Aluminum Painted to match wall color. This two-story modular building will be built next to an adjacent walking platform, illustrated at enclosure 1.

3.3.2 Ceilings: The contractor shall provide and install a new suspended 2-feet x 2-feet x 5/8-inch acoustic Tegular (Class A-fire rated) ceiling tiles at 8-feet above finished floor in new rooms, on both floor levels of the modular office. Contractor will provide 3 1/2-inch of eco-friendly (green) insulation installed above ceiling tiles.

3.3.3 Doors: The contractor shall provide and install (5) 3-feet wide x 7-foot tall doors; (2) doors on the Main Floor Level and (3) doors on the 2<sup>nd</sup> Floor Level (See enclosure 1 for location details). Paint both sides of doors and jams. All doors shall have appropriate hardware, 23-inch x 29-inch glass panels with at least 1/8" tempered safety glass in all doors. All doors will include steel frames, hinges, all hardware, closures, door sweeps, door stops and transition strips. Locks and latches for the exterior doors shall be as follows:

3.3.3.1. North Facing Exterior Doors (one on the first floor, and one on the second floor): The Contractor shall provide and install cipher locks and latches. The units shall be mechanical push button lockset, 5 button, vandal resistant, entry with Yale brand key override, with a satin chrome finish, Simplex Model LR1021M-26D-41, or equivalent.

3.3.3.2. South Facing Exterior Doors (one on the first floor, and one on the second floor) and Interior Door on the second floor: For the south facing doors, the contractor shall provide and install 5407 lever lock w/ Y8 keyway with 26D finish on the door sets and provide 3 keys per door. Two locks on exterior walls shall be identified and keyed the same, all others will be separate.

3.3.4 Windows:

3.3.4.1. First Floor (Customer Service Window): There shall be sliding glass window 36-inches (tall) X 40-48-inches (wide) on the exterior wall. The one of the two panes shall slide, and lockable from the inside. Bottom of the window shall be approximately 40-inches from the floor level. Next to the window, there shall be a buzzer switch/button, connected to audio buzzer located in the modular office. Immediately below the window, the contractor shall provide and install a ledge 12-inches in width, outward facing.

3.3.4.2. Second Floor: Provide a total of three new 42-inch x 48-inch window on the second floor; two (2) on east wall exterior wall, and one on the interior room of the second floor. Windows will have removable window stops that allow quick removal on site for replacement of any damaged glazing etc. All window panes in offices will be the same color.

3.3.5 Electrical: Contractor will use all current NEC codes. Contractor will use Journeymen Electricians on all electrical connections. The contractor will supply a 480-Voltage Alternating Current (VAC) primary x 208Y/120V secondary, three phase, dry, pad mounted. The contractor shall provide a fused and lockable disconnect mounted on side of office before transformer. RIA will make single point of electrical connection to Contractor supplied, fused and lockable disconnect. Contractor shall size the transformer and provide size requirements in their cost proposal. Transformer will mount under disconnect, Contractor will use EMT conduit, (if exposed). Use compression fittings instead of setscrew fittings for EMT. Contractor will supply a panel board which will be 200 amp, 3-phase with a minimum of 40-bolt on 20 amp breakers. All breakers will be identified with proper location and typed into the panel directory. Every wall joint will have 110 volt outlet with 5 outlets per circuit. (except behind doors)

3.3.6 Flooring: Clean and prep factory concrete floor and install (equal to or better than) 19.69 x 19.69", non-woven cobble (berber) tile, 100% solution dyed polypropylene, 44 oz. per square yard, APP - .400 thick, bitumen backed, carpet tiles to the floor; color to be determined after award,. There shall be a transition strips under all doors.

3.3.7 Lighting: Provide new ceiling recessed 2' x 4' Light-Emitting Diode (LED) lighting with a minimum of 50 foot candle light intensity at 2.5-feet off the floor, on both floors. Contractor will provide all bulbs for all new fixtures. Motion Detection sensors, and switches shall be provided and installed for the LED lights.

**3.4 Demolition of the current JMTC/Honeywell Offices, and Modification to Quality Assurance Secured/Fence Area (provided for information only, no action required by the contractor).**

3.4.1. Currently there is an older, single-story modular office in the proposed Chief of Staff Modular Office location. The single story modular office is currently occupied by Honeywell personnel, a Government Contractor. The existing single story modular office will be removed down to the concrete floor prior to the contractor beginning work. This notification is provided for information purposes.

3.4.2 A Quality Assurance (QA) secured fenced area currently occupies part of the footprint for the future Chief of Staff Modular office location. This fenced area will be modified, and located adjacent to the new two-floor modular office structure. The existing fenced structure will be modified by JMTC to allow for the new modular office installation. This relocation will not require any action by the contractor. This notification is provided for information purposes. .

**3.5 Incorporation of Existing Walkway:** Occupation Safety and Health Act (OSHA) requires that all working spaces have two means/paths for egress. The contractor shall incorporate and modify the existing steel walkway structure to accommodate one means of egress from the second floor of the new Modular Office. The second means of egress from the second floor shall be located on the opposite side of the room, and incorporate stairs, rails and a landing. The contractor shall provide and install steel stairs, rails and a landing to enable a second means of egress for the second floor, also. Stairs will be safety checkered, and skid resistant with enamel based painted stairs.

### **3.6 Heating, Ventilation, and Air Conditioning (HVAC) Unit**

3.6.1 The contractor shall provide and install an HVAC system to heat, and cool the 2-story modular office. The unit will also require a stainless steel (SS) water tight drip pan (6-inches larger than the condensing unit on all sides) with a 3-inch lip (minimum). HVAC unit and SS pan will be free of vibrations. The unit will have a condensate pump that will be located within the SS pan. The pan will have a 1" plug for easy cleanout. The system will have the capacity to maintain 74 degrees-Fahrenheit (°F) in the summer (plus or minus 2°F), and to heat to maintain 70°F (plus or minus 2°F) in the winter. Unit will use 410A refrigerant. The HVAC system will be provided with a 7-day programmable thermostat. The contractor will do a heat and cooling load analyses. Ducts and outside air intakes or exhausts will be provided and installed as needed to maintain required temperature. All supply diffusers will be dampened and system will be balanced according to each area. Contractor will be required to provide printed results of supplied diffuser results.

3.6.2 The system shall be able to cool the space with ambient air once certain conditions are met. The cooling shall be a DX (Direct expansion) system. The heating shall be on DX heat pump system. Heat load of building will consist of approximately (10) bodies, (10) PC's w/monitors, (3) printer/faxes, and at least (1) LCD television.

3.6.3 The supply ductwork shall be wrapped with 1.5-inch foil back insulation. The return shall be a ducted system. The system will have a 2-inch thick replaceable filter. Return lines will have ½-inch sound absorbing insulation.

3.6.4 Air circulation should be balanced on both floors, and within each room. Both floors will have at least (2) supply diffusers and (2) return grilles.

3.6.5 Duct work and supports shall be sealed, insulated and designed per ASHRAE 90.1-2007

3.6.6 System should be balanced according to each room before the testing the HVAC. The HVAC will run for 2 consecutive separate days both on the heat and cooling before project is accepted without any issues on the system maintaining 70°F heating, and 74°F cooling. This will be monitored by the contractor, and the designated Contracting Officer's Representative (COR).

### **3.7 Electrical**

3.7.1 The wiring for power, lighting, and branch circuits shall be copper type. All branch, feeder, and lighting circuits shall be provided with a separate insulated ground wire. Disconnect switches shall be heavy duty type, with quick make, quick break blades. All LED fixtures shall be equipped with energy efficient ballasts. All lighting fixtures shall be complete with lamps. Panel board directories shall be typed.

### **3.8 Fire Suppression and Alert Systems**

3.8.1 The contractor shall provide and install sprinkler heads for this modular office which meets the Rock Island Arsenal's current requirements. Installers will be Nicet 2 certified. Suggested source is TRACO Sprinkler Service (309)762-7935 or FAX (309)762-0603.

3.8.2 The contractor shall provide and install two new A/V fire alarms (one on each floor/level) in compliance with fire code, RIA 420-2. Fire alarms will be Simplex 4903 Horn/Visible Units. The contractor supplies and mounts the units, while RIA runs the line connection from building. Locations shall be reviewed and approved by the COR.

3.8.3 The contractor shall provide and install two new compact emergency lights and 4 LED exit lights with battery backup as necessary. Locations shall be reviewed and approved by the COR.

## **4. SAFETY AND ENVIRONMENTAL**

4.1 INDUSTRY AND REGULATIONS: The equipment shall comply with the most current of all local, state, and federal laws and regulations listed in Standards and Publications.

4.2 MATERIAL EXCLUSIONS: The equipment shall not contain polychlorinated biphenyl (PCB), ozone depleting substances (Class I or Class II), or asbestos materials.

4.3 SAFETY REGULATION COMPLIANCE: The contractor shall comply with standard OSHA and RIA safety standards, including conforming to confined space work requirements when applicable.

## **5. RESPONSIBILITIES**

**5.1 SITE INSPECTION:** A site inspection may be performed prior to bidding. It is not possible to responsibly bid on this project without first examining the location and determining the existence of any potential obstacles. All site inspections and/or measurements, which must be taken in order to determine the suitability of the proposed location or to perform the design of the system, are the sole responsibility of the contractor. Rock Island Arsenal will support this function through the Point of Contact (POC) by guiding personnel, facilitating security registration, and providing general assistance. The contractor will be responsible for providing any and all equipment necessary for this process.

**5.2 SITE CONDITIONS:** Rock Island Arsenal will be responsible for additional costs incurred by unforeseen, but controllable manmade issues with the location of the system. Examples would include, but are not limited to, buried sewer lines, standing water, and so forth. The contractor will be responsible for all costs associated with correcting foreseeable conditions, including but not limited to low hanging electrical lines which are clearly visible, encountering rock during excavation, inclement weather, interference with established machines or structures by components not shown on the footprint drawing, etc.

**5.3 SITE PREPARATION REQUIREMENTS:** The contractor shall be solely responsible for any necessary site inspections required for determining the specifications of work that must be completed prior to final system installation. The contractor will then provide detailed information of any preparation work that must be performed prior to system installation to Rock Island Arsenal.

**5.4. SECURITY:** Security: The Rock Island Arsenal, Joint Manufacturing and Technology Center is an Army installation subject to the Department of the Army safeguards, various precautions, and plant protection measures. At all times during the execution of this Purchase Description, the contractor will maintain adequate plant protection devices to minimize espionage, sabotage, and other malicious destruction and damage. The contractor shall comply with all security requirements of the Rock Island Arsenal. Rock Island Arsenal Island-wide Force Protection levels may be adjusted/changed at any time, which may cause possible delays and will directly affect procedures for accessing the Island.

**5.5. SITE PREPARATION EXECUTION:** The contractor will be solely responsible for site preparation except as specifically excluded in this document. This includes but is not limited to excavation, foundation work, and surface preparation, plumbing, piping, addition to or modification of safety equipment. This work may be performed through the use of a sub-contractor, but the specification, supervision, and certification of the work remains the responsibility of the primary contractor.

**5.6. PREPARATION EXECUTION SUPPORT:** Rock Island Arsenal will support the preparation portion of the installation by providing utilities to the points of first connection.

**5.7 LABOR AND MATERIAL:** The Contractor is solely responsible for providing all labor, materials, hardware, tools, subcontracts, equipment, etc. necessary for complete installation of this system except as specifically listed in this document as being provided by the Rock Island Arsenal. Contractor shall be responsible for removing all debris generated from this project and clean office (walls and windows) after installed.

**5.8. SUPERVISION:** Supervision of the installation process will be the responsibility of the contractor. Rock Island Arsenal shall retain the right to periodic inspection and evaluation of the process, as it deems necessary.

5.9. OFF-LOADING/PLACEMENT: Off-loading of the modular office components from the delivery vehicle, and placement of the components in position for the installation is the responsibility of the contractor. The contractor shall not be allowed to use government equipment to accomplish this work.

5.9.1 OFF-LOADING-PLACEMENT OPTION: At the request of the contractor, Rock Island Arsenal will perform the off-loading and placement of the modular office components. This only includes the unloading of the modular components from the contractor's transportation carrier, and transport of the components to the area near the modular office site. It does not include final placement of the walls roofs, HVAC System, or any other components.

5.9.1.1. Any special requirements or precautions to be observed shall be the responsibility of the contractor to provide. If there are special crate handling hooks/eyelets or specialized hardware needed to unload the contractor material, the contractor shall provide those special handling devices to RIA before the components arrive. RIA may refuse to unload the contractor's components if those items arrive at RIA and the components are not properly skidded, secured, or protected against damage which might be caused by traditional material handling methods.

5.9.1.2. The contractor or his representative may be present during this process; however, such person will be responsible for being present upon arrival of the components at Rock Island Arsenal. Off-loading and placement shall not be delayed to allow arrival of the contractor or his representative.

5.9.1.3. If, due to contractor caused difficulties, the equipment or components of the equipment must be moved, removed or replaced by Rock Island Arsenal after initial placement, the contractor shall be billed for such work at current Rock Island Arsenal labor and overhead rates.

5.10 LIABILITY: In any case, the equipment/modular office components remain the property of the contractor, and the contractor shall assume all responsibility and liability for the equipment and the work performed upon it. The government shall be held harmless for any damage done to the equipment at any time up until final acceptance of the equipment by Rock Island Arsenal, except in the case of intentional damage and/or gross negligence on the part of Rock Island Arsenal personnel.

## 6. **COMPLETION**

Final acceptance of the equipment shall occur after the following:

6.1 Set-up completion by the contractor.

6.2 Final inspection approval by the government representative or inspector. This is to verify full compliance with this description to include amendments and modifications to the final contract. Contractor will remove all debris generated from this project and clean office (walls and windows) after installed.

Enclosure attached

As referenced in paragraphs 3.3.1, 3.3.2

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	120 dys. ADC	1	TRANSPORTATION OFFICER, W52H1C TRANSPORTATION OFFICER BLDG 299, BECK AND GILESPIE EAST END, RECG DOOR 16A ROCK ISLAND IL 61299-5000 FOB: Destination	W52H1B

## CLAUSES INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7011	Alternative Line Item Structure	SEP 2011
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Dec 2016)	DEC 2016



252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

## CLAUSES INCORPORATED BY FULL TEXT

### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2017)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM

database accessed through <https://www.acquisition.gov>.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### **ADDENDUM TO FAR 52.212-1 "Instructions to Offerors – Commercial Items"**

Clauses Incorporated by **REFERENCE**

52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements of Statements-Representation	JAN 2017
52.204-7	System for Award Management	JUL 2013
52.211-6	Brand Name or Equal	AUG 1999
52.215-20	Requirements for Cost or Pricing Data or Information other than Certified Cost or Pricing Data	OCT 2010
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications.	DEC 2012
52.237-1	Site Visit	APR 1984

Clauses Incorporated by **FULL TEXT**

#### **25.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)**

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

(End of provision)

**52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS—  
REPRESENTATION (DEC 2016)**

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(b) Representation. [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]

(1) The Offeror (itself or through its immediate owner or highest-level owner) [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not publicly disclose greenhouse gas emissions, i.e., make available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner) [ \_\_\_\_ ] does, [ \_\_\_\_ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly available Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked ``does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

\_\_\_\_\_ .

(End of provision)

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://farsite.hill.af.mil>

(End of provision)

**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 **Defense Federal Acquisition Regulation Supplement** (48 CFR Chapter 252) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

**END ADDENDUM TO FAR 52.212-1**

## 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JAN 2017)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, "Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.



(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

#### **ADDENDUM TO FAR 52.212-4**

##### Clauses Incorporated by **REFERENCE**

52.203-19	Prohibition on Requiring Certain Internal Confidentially Agreements or Statements	JAN 2017
52.204-13	System for Award Management Maintenance	JUL 2013
52.211-15	Defense Priority and Allocation Requirements	APR 2008
52.211-17	Delivery of Excess Quantities	SEPT 1989
52.232-11	Extras	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-31	Invitation to Propose Financing Terms	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.243-1	Changes – Fixed Price	AUG 1987
52.246-2	Inspection of Supplies – Fixed Price Basic	AUG 1996
52.246-16	Responsibility for Supplies	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.225-7002	Qualifying Countries Sources as Subcontractors	DEC 2012
252.225-7048	Export Controlled Items	JUN 2013
252.243-7001	Pricing of Contract Modifications	DEC 1991

##### Clauses Incorporated by **FULL TEXT**

#### **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(es):

<https://farsite.hill.af.mil>

(End of Clause)

#### **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 **Defense Federal Regulation Supplement, Department of Defense** (Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**ADDITIONAL LOCAL GUIDANCE:****SHIPPING/DELIVERY INSTRUCTIONS AND INFORMATION**

1. THE COMPLETE PURCHASE ORDER, DELIVERY ORDER, CALL ORDER, OR CONTRACT NUMBER (The Number that starts with W9098S---) MUST BE ON THE OUTSIDE OF THE SHIPPING CONTAINER. This number must also appear on all packing slips, invoices, bills, or any communications regarding this order.
2. A Packing List must be included with each shipment.
3. SHIPMENT OR DELIVERY TO ANY ADDRESS OTHER THAN THE “SHIP TO” ADDRESS DESIGNATED IN THE PURCHASE ORDER/DELIVERY ORDER/CONTRACT (Block 14 of the DD1155, Block 15 of the SF1449, or Block 11 of the SF 26) MAY RESULT IN A DELAY IN PAYMENT.
4. ANY CHANGE IN THE “SHIP TO” ADDRESS MUST BE APPROVED BY A WRITTEN CONTRACT MODIFICATION FROM THE CONTRACTING OFFICER.

(End of Notice)

**SAFETY & SECURITY NOTICES  
ARSENAL ISLAND SAFETY REQUIREMENTS**

1. All Contractors and Contractor personnel coming on to Arsenal Island must comply with the Rock Island Arsenal/Joint Manufacturing and Technology Center (RIA/JMTC), other Arsenal Island safety requirements and all federal, state, and local safety laws and regulations.
2. Contractors must provide their employees with, and the employees must use, all required safety equipment necessary for the work they are performing and/or the areas they are in.
3. This includes safety glasses, safety shoes, proper clothing, proper protective equipment and rigging.
4. All drivers on Arsenal Island must use seatbelts at all times when driving a motor vehicle.

(End of Notice)

**PHOTOGRAPHIC EQUIPMENT RESTRICTIONS**

There are restrictions on the use of photographic devices in all non-public areas of Arsenal Island. This includes digital cameras, cell phones and PDAs with cameras. You must get permission to use any type of photographic device in any non-public area on Arsenal Island. All requests must be coordinated with the Contracting Officer's Representative (COR) or designated Contracting Officer for this effort prior to using any photographic device.

(End of Notice)

**CONCEALED CARRY RESTRICTIONS**

Concealed carry permits do not apply on military installations. Contractors and delivery drivers shall ensure there are NO weapons or ammunition in their vehicles prior to entering the installation; a K-9 unit will find and alert if any prohibited items are detected.

(End of Notice)

**AMC-LEVEL PROTEST PROGRAM**

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the Contracting Officer) to:

Headquarters U.S. Army Materiel Command  
Office of Command Counsel-Deputy Command Counsel  
4400 Martin Road  
Rm: A6SE040.001  
Redstone Arsenal, AL 35898-5000  
Fax: (256) 450-8840  
e-mail: usarmy.redstone.usamc.mbx.protests@mail.mil

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/commandcounsel.html>

If Internet access is not available, contact the Contracting Officer or HQ, AMC Office of Command Counsel to obtain the AMC-Level Protest Procedures.

(End of Notice)

**NOTICE OF RANDOM ANTITERRORISM MEASURES PROGRAM (RAMP)**

In accordance with AR 525.13, Contractor personnel working on an installation are subject to participation in Installation RAMP security programs (e.g. vehicle searches, wearing of ID badges, etc).

(End of Notice)

**NOTICE OF ELEVATED THREAT LEVEL FORCE PROTECTION CONDITION (FPCON)**

Contractor is hereby notified that there is a potential impact on contractor performance during increased FPCON during periods of increased threat. During FPCONs Charlie and Delta, services may be discontinued/postponed due to higher threat. Services will resume when FPCON level is reduced to level Bravo or lower.

(End of Notice)

**NOTIFICATION OF VENDOR PERFORMANCE EVALUATION**

This contract will be evaluated on Vendor Performance in the following categories: Overall, Product/Service Quality, Compliance with Contract Delivery Schedule, and Performance within Price Range. A letter will be sent if performance of the contract is "Unsatisfactory" in any category. Copies of the Vendor Performance File can be requested for review. Send requests for Vendor Performance files to the Contract Specialist/Contracting Officer listed on the first page of this solicitation/contract.

(End of notice)

**END OF ADDENDUM TO FAR 52.212-4**

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2017)**

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

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

\_\_\_\_ (10) [Reserved]

\_\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.

\_\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

\_\_\_\_ (13) [Reserved]

**X** (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_\_ (iii) Alternate II (NOV 2011).

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

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

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

\_\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

\_\_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.

\_\_\_\_ (v) Alternate IV (Nov 2016) of 52.219-9.

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

\_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

\_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

**X** (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

\_\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

**X** (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

**X**(26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

**X** (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

**X** (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

\_\_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

**X** (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

\_\_\_\_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

\_\_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

**X** (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 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) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

\_\_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

\_\_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_\_ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_ (41)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).



\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

**X** (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_ (43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

\_\_\_\_ (44) 52.223-21, Foams (June, 2016) (E.O. 13693).

\_\_\_\_ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

\_\_\_\_ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_\_ (48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

**X** (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

\_\_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

**X** (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

\_\_\_\_ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

\_\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

\_\_\_\_ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

\_\_\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_\_ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 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 Contractor's 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 (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xvii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xx) 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)

## 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause-

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

Concatenated unique item identifier means--

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

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

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

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

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

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

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

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

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

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

Contract line, subline, or exhibit line item No.	Item description
.....	

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

Contract line, subline, or exhibit line item No.	Item description
.....	

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number ----.

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

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

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

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

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

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

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

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

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

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

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

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



- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

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

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

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

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

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

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

(End of clause)

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

#### Invoice and Receiving Report (COMBO)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

#### Destination

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0303
Issue By DoDAAC	W9098S
Admin DoDAAC	W9098S
Inspect By DoDAAC	W52H1B
Ship To Code	W52H1B
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

**Contract Specialist – Sabrina Lowe Email:** [sabrina.l.lowe.civ@mail.mil](mailto:sabrina.l.lowe.civ@mail.mil)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

N/A

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

#### 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)