

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER M2023315SUFS900		PAGE 1 OF 63	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>M67400-15-T-0027</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>MANABU MITOMI</b>		b. TELEPHONE NUMBER (No Collect Calls) <b>011-81-611-745-1504</b>		6. SOLICITATION ISSUE DATE <b>18-Mar-2015</b>	
9. ISSUED BY MARINE CORPS REGIONAL CONTRACTING OFFICE MARINE CORPS BASE CAMP S.D. BUTLER PSC 557 BOX 2000 FPO AP CA 96379-2000  TEL: 011816117458531 FAX:		CODE <b>M67400</b>		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS: 333515		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO FACILITIES MAINTENANCE BRANCH MICHIKO URA PUBLIC WORKS BRANCH FPO AP 35006 CA 96373-5006 TEL: 645-3144 FAX: 645-0906		CODE <b>M20233</b>		16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY			
TEL.		FACILITY CODE		CODE			
<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 checked="" 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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> 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)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--------------------------------------------------------	-----------	---------------------------------------------------------------------

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	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	LATHE MACHINE FFP Manufacturer: Takisawa Machine Model Number: TAC800 --- Brand Name or Equal	1	Each		

See Attachment 1 for the Government's required Specifications.

FOB: Destination  
MILSTRIP: M2023315SUFS900  
PURCHASE REQUEST NUMBER: M2023315SUFS900

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	OPTIONAL ACCESSORIES: FFP The Contractor shall provide optional accessories for CLIN 0001.				

FOB: Destination

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		1	Each		

12 INCH 3-JAW SCROLL CHUCK

FFP

Separate jaw is available to change jaw purpose to machining or work piece.

<Minimum Salient Characteristics>

Max. Permissible Hand Torque: 206N.m

Max Static Gripping Force: 55KN

Max Permissible Speed: 2200 min-1

Mass: 43kg (Max: 43kg, Min: 35kg)

Dia: 310mm (Max: 310mm, Min: 300mm)

Gripping Diameter: External Gripping phi 10mm ~ phi 300mm,

Internal Gripping phi 90mm~phi 290mm

Manufacturer: Kitagawa iron works co., ltd.

Part Number: JN-12T --- Brand Name or Equal

FOB: Destination

MILSTRIP: M2023315SUFS900

PURCHASE REQUEST NUMBER: M2023315SUFS900

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		1	Each		

18 INCH 4-JAW INDEPENDENT CHUCK  
FFP

Separate jaw is available to change jaw purpose to machining or workpiece.

<Minimum Salient Characteristics>

Max Permissible Hand Torque: 245N.m

Max Permissible Speed: 1300 min-1

Mass: 87kg (Max: 87kg, Min: 75kg)

Dia: 450mm (Max; 450mm, Min: 410mm)

Gripping Diameter: External Gripping phi 25mm~ phi 410mm,

Gripping Diameter: Internal Gripping phi 115mm~phi 390mm

Manufacturer: Kawatatec Corp

Part Number: 4618A11 --- Brand Name or Equal

FOB: Destination

MILSTRIP: M2023315SUFS900

PURCHASE REQUEST NUMBER: M2023315SUFS900

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	30 INCH, 4-JAW INDEPENDENT CHUCK FFP Separate jaw is available to change jaw purpose to machining or workpiece.	1	Each		
	<Minimum Salient Characteristics>				
	Max Permissible Hand Torque: 343N.m				
	Max Permissible Speed: 650 min-1				
	Mass: 280kg (Max: 280kg, Min: 270kg)				
	Dia: 750mm (Max: 750mm, Min: 700mm)				
	Gripping Diameter: External Gripping phi 60mm~phi 700mm,				
	Gripping Diameter: Internal Gripping phi 160mm~ phi 650mm				
	Manufacturer: Kawatatec Corp				
	P/N#: 443014 --- Brand Name or Equal				
	FOB: Destination				
	MILSTRIP: M2023315SUFS900				
	PURCHASE REQUEST NUMBER: M2023315SUFS900				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	BORING BAR/DRILL HOLDER FFP SIZE: phi 40mm~phi 60mm.	1	Each		
	Manufacturer: Takisawa Machine				
	Part Number: TH22017 --- Brand Name or Equal				
	FOB: Destination				
	MILSTRIP: M2023315SUFS900				
	PURCHASE REQUEST NUMBER: M2023315SUFS900				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE	BORING BAR BUSHING FFP Bushing for when the bar size differs from phi 40mm~phi 60mm dia.	1	Each		
	Manufacturer: Takisawa Machine Part Number: NC30108 --- Brand Name or equal				
	FOB: Destination MILSTRIP: M2023315SUFS900 PURCHASE REQUEST NUMBER: M2023315SUFS900				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF	TAIL STOCK SPEED REDUCER FFP REDUCTION RATIO 1/5.	1	Each		
	The reducer allows to reduce retention and burden while drilling from 5 mm/rev to 1 mm/rev by attaching this reducer onto the Lathe Machine (CLIN 0001). Suitable for stabilization.				
	Manufacturer: Takisawa Machine Part Number: TZ51004/51026				
	FOB: Destination MILSTRIP: M2023315SUFS900 PURCHASE REQUEST NUMBER: M2023315SUFS900				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG		1	Each		

TAIL STOCK AIR LIFTER  
FFP

Air lifter is needed because the Tail Stock is too heavy to move by hand.

Manufacturer: Takisawa Machine  
Part Number: TZ51010 --- Brand Name or Equal

FOB: Destination  
MILSTRIP: M2023315SUFS900  
PURCHASE REQUEST NUMBER: M2023315SUFS900

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH		1	Each		

COOLANT UNIT  
FFP

Apparatus for cooling the work piece against the cutting oil. To perform stable process and allow to cool while maintain cutting accuracy while cutting.

Manufacturer: Takisawa Machine  
Part Number: 53002/53013 --- Brand Name or Equal

FOB: Destination  
MILSTRIP: M2023315SUFS900  
PURCHASE REQUEST NUMBER: M2023315SUFS900

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AJ	LIGHTING APPARATUS FFP Manufacturer: Takisawa Machine Part Number: TZ54006/54008 --- Brand Name or Equal	1	Each		
	FOB: Destination MILSTRIP: M2023315SUFS900 PURCHASE REQUEST NUMBER: M2023315SUFS900				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AK	PLASTIC COVER FFP 2 SPLIT TYPE,  Plastic cover for the safety of the installation work to the turret's top. It is also shatterproof from cutting oil, cutting powder. Upon dividing into two parts, it makes it easy to operate from the front.	1	Each		
	Manufacturer: Takisawa Machine Part Number: TZ56002 --- Brand Name or Equal				
	FOB: Destination MILSTRIP: M2023315SUFS900 PURCHASE REQUEST NUMBER: M2023315SUFS900				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AL	REAR SPLASH COVER FFP Iron guard prevent from chips and oil splashing into workers.	1	Each		
	Manufacturer: Takisawa Machine Part Number: TZ34019 --- Brand Name or Equal				
	FOB: Destination MILSTRIP: M2023315SUFS900 PURCHASE REQUEST NUMBER: M2023315SUFS900				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AM	GUIDANCE HANDLE FFP Device/handle that can be operated manually from the portable box handle while tapering.	1	Each		
	Manufacturer: Takisawa Machine Part Number: TZ37024 --- Brand Name or Equal				
	FOB: Destination MILSTRIP: M2023315SUFS900 PURCHASE REQUEST NUMBER: M2023315SUFS900				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AN	LIVE CENTER FFP TAPER TYPE: MT. NO 5,	1	Each		
Use to support the workpiece at either the fixed or rotating end of the machine.					
Manufacturer: Takisawa Machine Part Number: TZ51012 --- Brand Name or Equal					
FOB: Destination MILSTRIP: M2023315SUFS900 PURCHASE REQUEST NUMBER: M2023315SUFS900					

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AP	FIXED REST FFP (GRIPPING DIAMETER: EXTERNAL GRIPPING phi 20mm~phi 300mm). ROLLER 3 JAW TYPE.	1	Each		
Fixed rests are normally used for support during internal and end machining operations, and also as a support for the machining of long and slender materials.					
Roller jaw has a bearing that rolls and protects the outer shape from scratching.					
Manufacturer: Takisawa Machine Part Number: TZ55024/55015 --- Brand Name or Equal					
FOB: Destination MILSTRIP: M2023315SUFS900 PURCHASE REQUEST NUMBER: M2023315SUFS900					

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AQ	FIXED REST FFP (GRIPPING DIAMETER: EXTERNAL GRIPPING phi 370mm~phi 550mm) ROLLER 3 JAW TYPE.	1	Each		

Fixed rests are normally used for support during internal and end machining operations, and also as a support for the machining of long and slender materials.

Roller jaw has a bearing that rolls and protects the outer shape from scratching.

Manufacturer: Takisawa Machine  
 P/N#: TZ55022/55007 --- Brand Name or Equal

FOB: Destination  
 MILSTRIP: M2023315SUFS900  
 PURCHASE REQUEST NUMBER: M2023315SUFS900

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AR	TOOL POST WITH UPPER SLIDE FFP UPPER SLIDE STROKE: 150mm~200mm (FORWARD: 59%, REVERS: 41%).	1	Each		

This is a device for sending the tool post at manual feed.

Manufacturer: Takisawa Machine  
Part Number: TZ20009/20006 --- Brand Name or Equal

FOB: Destination  
MILSTRIP: M2023315SUFS900  
PURCHASE REQUEST NUMBER: M2023315SUFS900

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AS		1	Each		

MOVING REST  
 FFP  
 (GRIPPING DIAMETER: EXTERNAL GRIPPING phi 30mm~phi 200mm),  
 ROLLER 2 JAW TYPE.

Follower rest is similar to a steady rest, but it is attached to and travels with the carriage to provide a moving support for the work behind the cutting tool. This is very handy when working with flexible materials.

Roller jaw has a bearing that rolls and protects the outer shape from scratching.

Manufacturer: Takisawa Machine  
 Part Number: TZ55023/55012 --- Brand Name or Equal

FOB: Destination  
 MILSTRIP: M2023315SUFS900  
 PURCHASE REQUEST NUMBER: M2023315SUFS900

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AT		1	Each		

DATA I/O, EXTERNAL UNIT & 64 MB PC CARD  
 FFP

DATA I/O = External unit (PC CARD SLOT) for inputing 64 MB pc memory card for program software (RE-THREADING II). \*Requirement do not need internet or Government computer connection.

Manufacturer: Takisawa Machine --- Brand Name or Equal

FOB: Destination  
 MILSTRIP: M2023315SUFS900  
 PURCHASE REQUEST NUMBER: M2023315SUFS900

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AU	PROGRAMMING SOFTWARE (RE-THREATING II) FFP Programming software (RE-THREADING II) needed for re-threading the old broken thread and fix the thread.	1	Each		

Manufacturer: Takisawa Machine --- Brand Name or Equal

FOB: Destination

MILSTRIP: M2023315SUFS900

PURCHASE REQUEST NUMBER: M2023315SUFS900

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AV	EXTENSION ROLLER JAW FFP FOR FIXED REST. (GRIPPING DIAMETER: EXTERNAL GRIPPING phi 170mm~phi 350mm).	1	Each		

Manufacturer: Takisawa Machine

Part Number: TZ55008 --- Brand Name or Equal

FOB: Destination

MILSTRIP: M2023315SUFS900

PURCHASE REQUEST NUMBER: M2023315SUFS900

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AW	EXTENSION ROLLER JAW FFP FOR FIXED REST. (GRIPPING DIAMETER: EXTERNAL GRIPPING phi 320mm~phi 500mm).	1	Each		
	Manufacturer: Takisawa Machine Part Number: TZ55009 --- Brand Name or Equal				
	FOB: Destination MILSTRIP: M2023315SUFS900 PURCHASE REQUEST NUMBER: M2023315SUFS900				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AX	PLATE FFP FOR 12 INCH, 3 – JAW SCROLL CHUCK.	1	Each		
	- This is an intermediate adapter for attaching the scroll chuck to lathe machine.				
	Manufacturer: Takisawa Machine Part Number: TX52102 --- Brand Name or Equal				
	FOB: Destination MILSTRIP: M2023315SUFS900 PURCHASE REQUEST NUMBER: M2023315SUFS900				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	TRAINING FEE FFP 2 day Operation Training	1	Each		

Training shall be performed within 2 days after the installation date.

FOB: Destination  
MILSTRIP: M2023315SUFS900  
PURCHASE REQUEST NUMBER: M2023315SUFS900

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	INSTALLATION FEE FFP The Installation shall be completed within 240 days after the date of contract.	1	Each		

FOB: Destination  
MILSTRIP: M2023315SUFS900  
PURCHASE REQUEST NUMBER: M2023315SUFS900

---

NET AMT

CLAUSES INCORPORATED BY FULL TEXT

## SUBMISSION OF OFFER

The Offeror is required to submit as its offer the following:

- (X) SF1449 (Solicitation M67400-15-T-0027) completed.
- (X) Price Proposal
- (X) Descriptive Literature --- The offeror shall submit "Descriptive Literature" as a part of its offer which is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements such as Design, Materials, Components and Performance characteristics.
- (X) Proposed Delivery Date / Installation & Training Schedule
- (X) Commercial Warranty Terms and Conditions (If it is offered.)
- (X) One copy of Offeror's current audited Balance Sheet and Income Statement.
- (X) Offeror's Representations and Certifications --- shall contain all information regarding Offeror's Representations and Certifications or a validation that System for Award Management (SAM) registration Online Representations and Certifications Application (ORCA) information is up to date and includes all the necessary representations and certifications . Only one (1) original copy shall be submitted.

Offeror Representations and Certifications:

FAR 52.212-3 and FAR 52.209-5 completed.

Note to Offerors:

1) All and any communications/questions (with the exception of the proposal/quote) pertaining to this solicitation must be submitted in writing to the responsible Contracting Specialist, Manabu Mitomi, no later than 06 Apr 2015 @15:00 Japanese Standard Time. If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the Contract Specialist in writing with supporting rationale. The Offeror is reminded that the Government reserves the right to award this effort based on the initial quote, as received, without discussions.

MAIL:

MCIPC Regional Contracting Office  
Attn: Manabu Mitomi  
PSC 557 Box 2000  
FPO AP 96379-2000

HAND CARRIED:

Regional Contracting Office  
Attn: Mr. Manabu Mitomi  
Bldg #355,  
MCIPAC Camp Smedley D. Butler, Okinawa, Japan

Phone: 011-81-98-970-1504 (from U.S.) / 098-970-1504 (Local)  
Fax: 011-81-98-970-0969 (from U.S) / 098-970-0969 (Local)  
E-mail: manabu.mitomi.ja@usmc.mil

2) Submission of offers: The solicitation must be returned to the address listed above at the date and time specified in block #8, page #1. Offers may be submitted by mail, courier, or facsimile. Facsimile offers are subject to the same rules as paper offers. The Government reserves the right to make award solely on the offers received or enter

into “discussions”. Offerors bear the burden of ensuring that offers (and any authorized modifications) reach the designated office on time and should allow a reasonable time for facsimile transmissions to be completed.

3) Offers may be submitted electronically (emailed); however, due to government computer firewall security, please be advised that it is the Offeror’s responsibility to ensure that the Contracting Office receives all required documents.

4) All pages of the offer must reach the office before the deadline specified on the solicitation. Pages of a facsimile transmission that arrive in the office after the specified deadline will be marked as late. The Offeror bears the risk of non-receipt of facsimile transmissions and should confirm by telephone that any facsimile was received. Any facsimile transmission must clearly state the solicitation number and the name of the Contract Specialist on the first page, to ensure proper receipt.

5) Contract Authority: This solicitation is being conducted under FAR subpart 12 and 13.5.

6) System for Award Management (SAM) Additional Information. All DoD Contractors are now required to be registered within the SAM database prior to award, during performance and throughout final payment of any contract resulting from this request for quotation. Offerors may obtain information on registration and annual confirmation requirements by calling 1-312-463-3376 or via the Internet at: <https://www.sam.gov>. Registration on line will normally take 5 business days vice the standard 30 days processing time required through other methods.

7) Period for acceptance of offers. The Offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

8) Offered prices shall not include the Consumption Tax in accordance with paragraph c. FAR Clause 52.229-6 entitled, “Taxes - Foreign Fixed - Price Contracts”.

9) Offerors shall ensure that all correspondence that is addressed to the United States Government is submitted in English or with an English translation.

10) NOTE: Offeror’s expenses incurred as a result of proposal preparation shall not be reimbursed by the U.S. Government.

**SYSTEM FOR AWARD MANAGEMENT (SAM) VALIDATION**

Effective 01 March 1999 all payments made by the government will be made by Electronic Fund Transfer (EFT). All DoD Contractors are now required to be registered within the SAM database prior to award, during performance and throughout final payment of any contract resulting from this request for quotation. Offerors may obtain information on registration and annual confirmation requirements by calling 1-312-463-3376 or via the Internet at: <https://www.sam.gov>. Registration on line will normally take 5 business days vice the standard 30 days processing time required through other methods.

The following information must be provided with this quotation:

Commercial And Government Entity Code (CAGE). \_\_\_\_\_ (U.S. Vendor Only)

NATO Commercial And Government Entity Code (NCAGE). \_\_\_\_\_ (Foreign Vendor Only)

Taxpayer Identification Number (TIN). \_\_\_\_\_

Data Universal Numbering System (DUNS). \_\_\_\_\_

By submitting the above information, offerors are affirming that they are registered in the SAM database.

## 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
0002	Destination	Government	Destination	Government
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government
0002AC	Destination	Government	Destination	Government
0002AD	Destination	Government	Destination	Government
0002AE	Destination	Government	Destination	Government
0002AF	Destination	Government	Destination	Government
0002AG	Destination	Government	Destination	Government
0002AH	Destination	Government	Destination	Government
0002AJ	Destination	Government	Destination	Government
0002AK	Destination	Government	Destination	Government
0002AL	Destination	Government	Destination	Government
0002AM	Destination	Government	Destination	Government
0002AN	Destination	Government	Destination	Government
0002AP	Destination	Government	Destination	Government
0002AQ	Destination	Government	Destination	Government
0002AR	Destination	Government	Destination	Government
0002AS	Destination	Government	Destination	Government
0002AT	Destination	Government	Destination	Government
0002AU	Destination	Government	Destination	Government
0002AV	Destination	Government	Destination	Government
0002AW	Destination	Government	Destination	Government
0002AX	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
------	---------------	----------	-----------------	-----

0001	240 dys. ADC	1	FACILITIES MAINTENANCE BRANCH MICHIKO URA PUBLIC WORKS BRANCH FPO AP 35006 CA 96373-5006 645-3144 FOB: Destination	M20233
0002	N/A	N/A	N/A	N/A
0002AA	240 dys. ADC	1	FACILITIES MAINTENANCE BRANCH MICHIKO URA PUBLIC WORKS BRANCH FPO AP 35006 CA 96373-5006 645-3144 FOB: Destination	M20233
0002AB	240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233
0002AC	240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233
0002AD	240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233
0002AE	240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233
0002AF	240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233
0002AG	240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233
0002AH	240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233
0002AJ	240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233
0002AK	240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233
0002AL	240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233
0002AM	240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233
0002AN	240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233
0002AP	240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233

0002AQ 240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233
0002AR 240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233
0002AS 240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233
0002AT 240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233
0002AU 240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233
0002AV 240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233
0002AW 240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233
0002AX 240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233
0003 242 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233
0004 240 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	M20233

**SHIPPING INSTRUCTIONS:**

Ship to: (Door-to-Door)

Off Hwy 58  
 Facilities Engineering Department  
 Marine Corps Base, Camp S.D. Butler  
 Bldg 346 (Machine Shop), Camp Foster  
 Chatan-Cho, Nakagami-gun  
 Okinawa, 904-0001  
 Japan

ATTACHMENT 1:**Government's required Specifications for Lathe Machine (CLIN 0001)****CLIN 0001: LATHE MACHINE**

CNC/MANUAL.

MFR: TAKISAWA MACHINE. OR EQUAL

MODEL#: TAC800 (4000 TYPE) --- Brand Name or Equal

**Minimum Salient Characteristics:**

## 1) CAPABILITY/CAPACITY

SWING OVER BED: 800 [ 850mm

SWING OVER CROSS SLIDE: 500 [ 550mm

DISTANCE BETWEEN CENTERS: 3600 [ 4100mm

## 2) SPINDLE

TYPE OF SPINDLE NOSE: A2-11 (JIS)

SPINDLE-THROUGH HOLE DIAMETER: 115mm

NUMBER OF SPEED CHANGES: 12 LOW SPEEDS + 12 HIGH SPEEDS. SET TO ANY SPEED

SPINDLE SPEED RANGE: 10 [ 1000 min<sup>-1</sup>

SPINDLE MOTOR: 11/15KW

## 3) CARRIAGE

WIDTH OF CROSS SLIDE: 250 [ 300mm

MAX. TRAVEL OF CROSS SLIDE (RADIAL DIRECTION): 450 [ 500mm

MAX. TRAVEL OF CARRIAGE (AXIAL DIRECTION): 3500 [ 4000mm

RAPID TRAVERSE IN RADIAL DIRECTION (X): 2500mm/min

RAPID TRAVERSE IN AXIAL DIRECTION (Z): 5000mm/min

TYPE OF TOOL POST: SQUARE (204mm)

CUTTING TOOL SIZE: 32mm X 32mm

## 4) THREAD CUTTING/FEED

NUMBER OF REGISTERED THREADS: ALREADY REGISTERED 32 TYPES + ANY 8 TYPES REIGSTRABLE

RANGE OF METRIC THREAD (PITCH): 0.001 [ 500 (ANY) CONDITION: THREAD LEAD (FEED AMOUNT) mm X SPINDLE SPEED (min<sup>-1</sup>) 5000 OR LESS.RANGE OF INCH THREADS: 999.99999 [ 0.05080 (ANY) CONDITION: THREAD LEAD (FEED AMOUNT) mm X SPINDLE SPEED (min<sup>-1</sup>) 5000 OR LESS.

FEEDRATE RANGE: 0.001 [ 500.000 mm/rev

5) TAILSTOCK

DIAMETER OF QUILL: 110mm  
TAPER OF QUILL: No.5 (MT)  
MAXIMUM TRAVEL OF QUILL: 200 250mm

6) BED

WIDTH OF BED: 500 550mm

7) ELECTRICAL CONDITIONS

POWER CAPACITY: 19.6 KVA  
POWER SUPPLY VOLTAGE: AC200/220V ± 10% (50/60Hz)

8) TANK CAPACITY

COOLANT TANK: 160L

9) MACHINE SIZE

FLOOR SPACE REQUIRED (DEPTH): 1800 2000mm  
FLOOR SPACE REQUIRED (WIDTH): 5100 6100mm  
HEIGHT UP TO SPINDLE CENTER FROM FLOOR: 1200mm LESS THAN  
MACHINE HEIGHT: 1900mm LESS THAN  
MACHINE WEIGHT: 6000Kg LESS THAN

10) CONTROL UNIT

CONTROL SYSTEM: CNC CONTROL  
CONTROLLED AXES: 2axis  
SIMULTANEOUSLY CONTROLLED AXES: 2axis  
LEAST INPUT INCREMENT: 0.001 (DIAMETRICAL VALUE INPUT FOR RADIAL DIRECTION (X))  
DECIMAL POINT INPUT: POSSIBLE  
DISPLAY: 8.4 INCH COLR LCD (MULTILANGUAGE DISPLAY)  
I/O INTERFACE: RS-232C, PC CARD, USB

11) INCLUDES STANDARD ACCESSORIES

FIXED CENTER: MT No.5 (1 PIECE),  
CENTER SLEEVE: METRIC No.12.5 x MT No.6  
ADJUSTMENT TOOL SET  
INSTRUCTION MANUAL

(End of Specifications for CLIN 0001)



## CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-3	Taxpayer Identification	OCT 1998
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.211-6	Brand Name or Equal	AUG 1999
52.212-1	Instructions to Offerors--Commercial Items	APR 2014
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2014
52.214-21	Descriptive Literature	APR 2002
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.232-23	Assignment Of Claims	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 2014
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7021	Trade Agreements--Basic (Nov 2014)	NOV 2014
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003

252.227-7015	Technical Data--Commercial Items	FEB 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7014	Demurrage	DEC 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

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

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

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

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

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

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

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

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

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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

(a) The basis of award will be determined by means of an integrated assessment of each proposal in terms of Technical Acceptability to the Requirement and Price Information. Award will be made in accordance with the FAR Lowest Price Technically Acceptable source selection process (LPTA), to the responsive Offeror whose offer is the lowest price meeting or exceeding the acceptability standards in accordance with the technical specifications in the solicitation. The offer must be determined to be technically acceptable before being considered further. The following factors shall be used to evaluate offers:

Factor (1): Technical Acceptability to the RequirementSubfactor 1: Product information – (Descriptive Literature)

Offeror shall submit descriptive literature, which include details information about the Offeror's products to allow the Government to evaluate the acceptability of products offered.

Subfactor 2: Proposed Delivery /Installation & Training Schedule

The Government shall submit the Offeror's proposed delivery/installation & Training schedule for all products offered in the solicitation. The Offeror's proposed delivery schedule will be evaluated based on the Government's required delivery schedule specified in the solicitation.

Factor (2): Price

The Government will evaluate the Offeror's price of each priced Contract Line Item Number (CLIN). The price of all CLINs will be evaluated for price reasonableness using price analysis techniques.

(b) Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single or multiple award(s) to the offeror(s) whose offer(s) is/are considered in the best interest of the Government. Therefore, offerors proposing less than entire effort specified herein may be determined to be unacceptable.

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

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

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

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

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

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

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

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

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

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_ .

[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

—

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

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

(ii) It [  ] is, [  ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end

product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

(List as necessary)

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

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

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

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

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

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli

Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

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

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

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

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled ``Trade Agreements".

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

Other End Products:

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

—	—
—	—
—	—

[List as necessary]

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

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

(1) The offeror and/or any of its principals ( \_\_\_ ) are, ( \_\_\_ ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

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

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

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

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

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

(2) (  ) Outside the United States.

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

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

(2) (  ) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

*[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

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

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

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

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

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

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

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

- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

( \_\_\_ ) TIN: -----.

( \_\_\_ ) TIN has been applied for.

( \_\_\_ ) TIN is not required because:

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

( \_\_\_ ) Offeror is an agency or instrumentality of a foreign government;

( \_\_\_ ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( \_\_\_ ) Sole proprietorship;

( \_\_\_ ) Partnership;

- ( \_\_\_ ) Corporate entity (not tax-exempt);
- ( \_\_\_ ) Corporate entity (tax-exempt);
- ( \_\_\_ ) Government entity (Federal, State, or local);
- ( \_\_\_ ) Foreign government;
- ( \_\_\_ ) International organization per 26 CFR 1.6049-4;
- ( \_\_\_ ) Other -----.

(5) Common parent.

( \_\_\_ ) Offeror is not owned or controlled by a common parent;

( \_\_\_ ) Name and TIN of common parent:

Name - \_\_\_ .

TIN - \_\_\_ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the

International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [  ] has or [  ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

\_\_\_\_\_

Immediate owner legal name:

\_\_\_\_\_

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

[  ] Yes or [  ] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

\_\_\_\_\_

Highest-level owner legal name:

\_\_\_\_\_

(Do not use a "doing business as" name)

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (OCT 2014)

(a) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (a) 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.

(b) (1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

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

(vii) 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.

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

#### 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using \$1.00 = 103.9439 Yen --- the Government's Budgetary Exchange Rate for FY2014) in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures--

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Marine Corps Regional Contracting Office, Marine Corps Installations Pacific, PSC 557, Box 2000, FPO AP 96379-2000.

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

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is

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

<http://farsite.hill.af.mil/vffara.htm>

<http://www.arnet.gov>

(End of provision)

#### 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):

<http://farsite.hill.af.mil/vffara.htm>

<http://www.arnet.gov>

(End of clause)

#### 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause'

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

Concatenated unique item identifier means--

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

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

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

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

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](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 (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

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

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

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

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

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

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

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

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

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

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

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

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

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

(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.
- (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.

\*\* Once per item.

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

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

(End of clause)

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

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

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

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

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

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

EPCglobal<sup>[supreg]</sup> means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Shipments of bulk commodities.

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

(c) The Contractor shall--

- (1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags) and conforms to the requirements in paragraph (d) of this clause;
  - (2) Use passive tags that are readable; and
  - (3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.
- (d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC<sup>TM</sup> Tag Data Standards in effect at the time of contract award. The EPC<sup>TM</sup> Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.
- (1) If the Contractor is an EPCglobal<sup>TM</sup> subscriber and possesses a unique EPC<sup>TM</sup> company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC<sup>TM</sup> Tag Data Standards document to encode tags.
  - (2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and overnment Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at [http://www.acq.osd.mil/log/rfid/tag\\_data.htm](http://www.acq.osd.mil/log/rfid/tag_data.htm). If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.
  - (3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1) of this clause.
- (e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

#### 252.225-7020 TRADE AGREEMENTS CERTIFICATE--BASIC (NOV 2014)

- (a) Definitions. Designated country end product, nondesignated country end product, qualifying country end product, and U.S.-made end product, as used in this provision have the meanings given in the Trade Agreements--Basic clause of this solicitation.
- (b) Evaluation. The Government--
  - (1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and
  - (2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless--
    - (i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements--Basic of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number \_\_\_ ) (Country of Origin \_\_\_ )

(End of provision)

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

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

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from CMC Code POS-10; telephone, DSN 224-4177 or commercial (703) 617-4177.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(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 Central Contractor Registration 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).

Combo

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

Japan

(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	M67443

Issue By DoDAAC	M67400
Admin DoDAAC	M67400
Inspect By DoDAAC	M20233
Ship To Code	M20233
Ship From Code	
Mark For Code	M20233
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

-----

(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.

Mccb\_g4\_rco\_wawf@usmc.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.

Ms. Carol McElroy

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

(End of clause)

**INVOICE AND PAYMENT PROCEDURES: (For CONUS Vendor)**

Wide Area Workflow Payment will be applicable for CONUS Vendor in Accordance with DFARS 252.232-7003 and 252.232-7006.

**SUBMISSION OF INVOICE (For OCONUS Vendor)**

Send Invoices to:

Commanding General  
 ATTN: M67400-15-  
 Vendor Pay, MAB Branch, Compt Div  
 MCB Camp S.D. Butler  
 Unit 35001  
 FPO AP 96373-5001  
 Phone: 011-81-611-745-2388 (0730-1630 Mon-Fri Japan Time)  
 Fax: 011-81-611-745-0233

For Electronic Funds Transfer payment, the following information shall be submitted with invoices to the Finance Office address listed below in PROOF OF DELIVERY :

- Contract/Order number.
- Contractor's name & address as stated in the contract/order number.
- The signature (manual or electronic, as appropriate) title, and telephone number of the contractor's representative authorized to provide sensitive information.
- Name of financial institution.
- Financial institution nine (9) digit routing transit number.
- Contractor's account number.
- Type of account, i.e., checking or saving.

For additional information see FAR 52.232-33, entitled "Payment by Electronic Funds Transfer – System for Award Management."

### **PROOF OF DELIVERY (For OCONUS Vendor)**

A proof of delivery or bill of lading to the point of first receipt by the government shall be submitted with the original invoice in order for payment to be processed. Failure to do so will result in a delay in payment until the receipt document is furnished. The following documents must be submitted:

1. A proof of delivery of bill of lading
2. A detailed invoice including an invoice number, account number, or other identifying number agreed to by the contract.

Invoices received without this information will be returned to the vendor for corrective action.

**Note:** Receipts for shipping charges \$100.00 or greater must accompany the invoice or shipping charges will not be reimbursed. Inform the shipper that this is an order for the U.S Government, and as such, taxes are not applicable. Specifically, the Government will not reimburse taxes on shipping invoices. Contractor should notify the shipping company that this is an U.S. Government order and not subject to taxes.

### **CONCILIATION**

Any disagreement arising under this contract which is not resolved by the parties to this contract may be submitted to the U.S. Japan Joint Committee for Conciliation in accordance with paragraph 10, Article XVIII, of the Status of Forces agreement under Article VI, of the Treaty of Mutual Cooperation and security between Japan and the United States of America.

Recourse to the Joint Committee for Conciliation for resolving disputes is available in addition to the procedures set forth in the Contract Disputes Act of 1978 and the Disputes Clause of this contract, 52.233-1. A request for conciliation by the Joint Committee, however, shall not toll the time periods allowed under the Contract Disputes Act for appealing a counteracting officer's final decision to either the Armed Services Board of Contract Appeals or U.S. Court of Federal Claims.

Upon filing a request for conciliation with the joint Committee, the Contractor shall immediately notify the Contacting Officer in writing of the request.

**EXEMPTION FROM JAPANESE CONSUMPTION TAX (DEC 1988)**

The Governments of the United States and Japan have agreed that this contract will be exempt from the new Consumption Tax, which took effect on 1 April 1989. In accordance with paragraph c. of the clause FAR 52.229-6, 『 TAXES – FOREIGN FIXED PRICE CONTRACTS 』 your offered contract price shall not include the Consumption Tax. By submission of your proposal, you are certifying that your price does not contain any cost related to the Consumption Tax. Questions concerning the applicability of the tax should be directed to your local Japanese Tax Office.

**TAX EXEMPTION CERTIFICATE**

The Contractor will submit requests for gasoline or diesel oil tax exemption certificate to the Contracting Officer. This request will show the actual amount of gasoline or diesel oil used exclusively for the performance of this contract, with documentary evidence and detailed item breakdown to certify the accurate consumption of gasoline or diesel oil, or other necessary information and data as may be required. The Contracting Officer will issue to the contractor a Tax Exemption Certificate for the actual amount of gasoline or diesel oil used exclusively for the performance of this contract. The Contractor shall claim all tax and customs exemptions as listed below:

**TAX EXEMPTION CERTIFICATE**

**EXEMPTION FROM JAPANESE CUSTOMS DUTIES AND TAXES PURSUANT TO STATUS OF FORCES AGREEMENT**

(a) Paragraph 2, Article XI of the Status of Forces Agreement between Japan and the United States, authorizes the United States entry into Japan free from Japanese customs duties and all other charges on materials, supplies and equipment imported for the official use of the United States Armed Forces or for the exclusive use of such forces or ultimately to be incorporated into articles or facilities used by such forces.

(b) Paragraph 3, Article XII of said Status of Forces Agreement, authorizes the United States exemption from certain Japanese taxes for materials, supplies, equipment and services procured for official purpose in Japan by the United States Armed Forces or by authorized agencies of the United States Armed Forces. Currently, these taxes are: (1) Gasoline tax and local road tax on gasoline; (2) Diesel oil tax; (3) Liquefied petroleum tax, and (4) consumption tax.

(c) As the successful offeror, the Contracting Officer or his authorized representative issues the below customs or tax exemption taxes in accordance with procedures agreed upon between the Government of Japan and the United States of America. Tax exemption certificates submitted will be either at the end of each month or upon completion / termination of the contract. These can be applied against future purchases of motor fuel. They will be issued only to you as the prime contractor, so, if you employ a subcontractor or supplier who uses motor fuel, you must purchase the motor fuel to secure the exemption.

(d) List below the customs duties or taxes which have been excluded from your proposal as required by the Taxes Clause. Contractor must claim all customs and tax exemptions to which the U.S. Government is entitled.

Type of Commodity and Percentage of Tax	Amount of Duty or Tax Excluded in Yen (¥)
--------------------------------------------	----------------------------------------------

(1) Customs Duties (Use USFJ Form 380/381EJ) \_\_\_\_\_

(2) Taxes:

- (a) Gasoline tax and local road tax on Gasoline \_\_\_\_\_
- (b) Diesel oil tax \_\_\_\_\_
- (c) Liquefied petroleum tax \_\_\_\_\_
- (d) Consumption tax 5% ¥(FILL IN)

(End of Certificate)

**CONTRACTOR MOTOR VEHICLES**

**Registration/Permits for Contractor’s Motor Vehicle(s):** All company-owned and privately owned motor vehicles required to be in military installations during the performance of this contract must be registered with the Provost Marshal’s Office, Marine Corps Base, Camp Butler. Vehicle permits may be issued to civilian Contractors for the duration of their contract, until expiration of base pass or vehicle inspection, whichever occurs first or until termination of their employment. Included in vehicle permit requests shall be the license number, year, make, model, color, and operator’s name for each vehicle. The Contractor shall hand-carry the request to the Vehicle Registration Section, Building 5638, MCB, Camp Foster (Telephone #098-970-7481). All necessary decals and/or permits shall be displayed on the vehicles in the manner directed by the Vehicle Registration Section. Proof of insurance must also be presented to the Provost Marshal upon submission of the temporary vehicle permit or vehicle decal or upon request. The minimum requirement for insurance is the Japanese Compulsory Insurance (JCI) under Japanese Motor Vehicle Damage Compensation Guarantee Law. Upon contract expiration or vehicle inspection expiration, whichever comes first, any vehicle passes received for operation under this contract shall immediately become void.

**Identification of Contractor’s Vehicle(s):** Each Contractor vehicle shall have the name of the Contractor neatly exhibited on each side of the cab. The vehicle shall be in maintained in a satisfactory mechanical condition, shall at all times, display a valid license plate and safety inspection sticker. The Contractor shall operate vehicles in compliance with base traffic regulations.

**ADDITIONAL REQUIRED INSURANCE FOR JAPAN**

(a) All vehicles must be properly inspected/Insured in accordance with Japanese Compulsory Insurance (JCI). The Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance on each vehicle used by the Contactor at the work site:

Type: Automobile Property Damage Insurance Amount: 30,000,000 (or U.S. Dollar equivalents)  
Bodily Injury Insurance Amount: 30,000,000 Yen (or U.S. Dollar equivalents)

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the laws of the state in which this contract is to be performed and in no event less that thirty (30) days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this Paragraph (c), in all subcontracts hereunder.

### **JAPANESE ROAD LAWS**

The Japanese Road Law will be complied with by the Contractor while on U. S. Military installations to specifically include:

(a) Article 43 The Road Law (Japan)(prohibitive acts relative to roads)

(1) No person shall commit the following described acts:

(2) Damaging the road, causing roads to be littered with debris, polluting the roads with debris or fall out from motor vehicles or otherwise defacing roads unreasonably or without due cause.

(b) Article 43-2 (Measures to be taken to prevent cargo or things loaded on motor vehicles from falling out)

(1) The agency managing a road may when there is reasonable cause for him to feel that things or cargo being carried in or on a motor vehicle may fall out and damage, pollute or otherwise deface the road in such a manner as to hinder or obstruct the traffic, order the operator of the vehicle in question to take steps or measures necessary to prevent occurrence of such hindrance by stopping the operation of the vehicle or correcting the method of loading or the method of traveling or operation of the vehicle.

### **CONTRACTOR PERSONNEL**

**Base Passes for Contractor Employees:** The Contractor shall be responsible for obtaining all base passes for its employees and its sub-contractor's employees under this contract. All Base Pass requests under this contract shall include approval from the Contracting Officer at the Regional Contracting Office Far East. The Contractor shall return all applicable base passes upon termination of employment or completion of this contract to the Pass and Identification Section and certification of receipt shall be obtained and submitted to the Contracting Officer. The Contractor shall submit a listing of employees terminated under this contract to the Contracting Officer within seven (7) days of the effective date of termination.

**Contractor Personnel Appearance and Identification:** The Contractor's employees shall be easily recognized as Contractor employees. This may be accomplished by either (1) the Contractor employee wearing distinctive clothing bearing the company's name and employee's name, or (2) the Contractor employee wearing an identification badge bearing the company's name and the employee's name, with the badge worn or attached to the employee's outer garment at all times. Clothing or badges shall be provided by the Contractor. Contractor's employees shall present a neat and clean appearance.

**Removal of Contractor's Employees:** The Contractor agrees to utilize only experienced, responsible and capable people in the performance of work. The Contractor shall not employ persons for work on this contract if such employee is identified to the Contractor by the Contracting Officer as a potential threat to the health, safety, security, general well-being, or operational mission of the installation and its population. The Contracting Officer may require that the Contractor remove from the Government job employees who endanger persons or property, whose continued employment under this contract is inconsistent with the interest of military security, or who are determined by the Contracting Officer or Contracting Officers Representative as being incapable of rendering the services in accordance with the contract.

**Prohibition of Employment:** The Contractor shall not employ any person who is an employee of the US Government if employing that person would create a conflict of interest. Therefore, the Contractor shall not employ any person who is an employee of the US Government, either military or civilian, unless such person seeks and receives approval in accordance with DOD 5500.7R, Joint Ethics Regulation.

The Contractor, as a stipulation of this contract, acknowledges that Designated Third Country National (DTCN) Contractor employees are not permitted aboard any Marine Corps Bases Japan (MCBJ) Camp, Air Station, or facility in Japan. Signature of the award document constitutes acknowledgement, and binds the Contractor to all terms specified in the contract. A listing of Designated Third Countries can be found in USFJ Instruction 31-204 (Designated Third Country Nationals).

**Employment of Military Personnel:** The Contractor is cautioned that off-duty active military personnel hired under this contract may be subject to permanent change of station, change in duty hours, or deployment. Military Reservists and National Guard members may be subject to a recall to active duty. The abrupt absence of these personnel could adversely affect the Contractor's ability to perform. Their absence at any time shall not constitute an excuse for non-performance under this contract.

**Employment Benefits:** This is a Non-Personal Service Contract. No provisions are implied or provided in this contract for any benefits such as medical care, retirement, or worker's compensation.

CLAUSES INCORPORATED BY FULL TEXT

### **GENERAL CORRESPONDENCE**

Correspondence or inquiries relative to this order shall be addressed to the following:

(a) Written Inquiries:

Marine Corps Regional Contracting Office (RCO)  
Marine Corps Installations Pacific  
PSC 557 Box 2000 (Camp Butler)  
FPO AP 96379-2000  
Attn: Manabu Mitomi

(b) Telephone Inquiries: Commercial telephone number, direct dial from the United States is 011-81-98-970-1504. Locally, dial 098-970-1504

(c) Fax Inquiries: 011-81-98-970-0969 (local 098-970-0969)

(d) E-mail inquiries: manabu.mitomi.ja@usmc.mil

Receiving Unit Name: Facility Management Branch (FMB), Camp Foster Maintenance Detachment  
Receiving Unit POC: Mr. David Mamford  
Receiving Unit Phone#: 011-81-98-970-9198  
098-970-9198 (Local)  
Receiving Unit E-mail: david.c.mumford@usmc.mil