

2. CONTRACT NO. _____ 3. AWARD/EFFECTIVE DATE _____ 4. ORDER NUMBER _____

5. SOLICITATION NUMBER HSF LGL-12-B-00003 6. SOLICITATION ISSUE DATE 07/18/2012

7. FOR SOLICITATION INFORMATION CALL: **Sheryle Wood** a. NAME

b. TELEPHONE NUMBER (No collect calls) 912-267-3590 8. OFFER DUE DATE/LOCAL TIME 08/20/2012 1430 ET

9. ISSUED BY DEPARTMENT OF HOMELAND SECURITY FEDERAL LAW ENFORCEMENT TRNG CTR 1131 CHAPEL CROSSING RD BLDG: # 93 ATTN: Sheryle Wood GLYNCO GA 31524 CODE FLETC GL

10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: % FOR: SMALL BUSINESS EMERGING SMALL BUSINESS HUBZONE SMALL BUSINESS SOLE SOURCE SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

NAICS: 332993 SIZE STANDARD: 1,500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS _____

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING _____

14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO CODE _____ 16. ADMINISTERED BY DEPARTMENT OF HOMELAND SECURITY FEDERAL LAW ENFORCEMENT TRNG CTR 1131 CHAPEL CROSSING RD BLDG: # 93 ATTN: Sheryle Wood GLYNCO GA 31524 CODE FLETC GL

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____ 18a. PAYMENT WILL BE MADE BY CODE _____

TELEPHONE NO. _____

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0000	Acceptance of an award certifies that the firm will comply with FAR 52.222-50, Combating Trafficking in Persons, by notifying all employees and subcontractors at all levels. Period of Performance: 10/01/2012 to 09/30/2017 LOT I - BASE YEAR: DATE OF AWARD AND CONTINUING FOR 12 MONTHS (Actual 12 month period of performance will be reflected on award document) This contract is for commercial leaded training (Use Reverse and/or Attach Additional Sheets as Necessary)		EA		

25. ACCOUNTING AND APPROPRIATION DATA _____ 26. TOTAL AWARD AMOUNT (For Govt. Use Only) _____

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 4 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 REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR _____ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) _____

30b. NAME AND TITLE OF SIGNER (Type or print) _____ 30c. DATE SIGNED _____ 31b. NAME OF CONTRACTING OFFICER (Type or print) Sheryle Wood 31c. DATE SIGNED _____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ammunition (CLTA) in accordance with this document. When the Government requires CLTA covered by this contract, delivery order(s) will be issued: delivery instructions will be listed therein. Prices include all delivery cost and Federal Excise Tax (FET). The minimum guarantee that the Government will order is 1,000 rounds per contract per year. Unit price is per 1,000 rounds. Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM				
0001	.223 Rem Caliber 55 Grain FMC Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	521	TH		
0002	.223 Rem Caliber 55 Grain Soft Point Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	88	TH		
0003	.223 Rem Caliber 62/64 Grain JHP Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	1100	TH		
0004	.223 Rem Caliber 69 Grain BTHP (match grade) Continued ...	44	TH		

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

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 COMPLETE PARTIAL FINAL _____ 37. CHECK NUMBER _____
 PARTIAL 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 (Print) _____
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____ 42b. RECEIVED AT (Location) _____
42c. DATE REC'D (YY/MM/DD) _____ 42d. TOTAL CONTAINERS _____

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM				
0005	.223 Rem Caliber 77 Grain BTHP (match grade) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	66	TH		
0006	30-06 Springfield Caliber 150 (or higher) Grain FMC Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	6	TH		
0007	.308 Win Caliber 168 Grain BTHP (match grade) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	55	TH		
0008	10MM Auto 180 Grain JHP Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	11	TH		
0009	12 GA Target # 7, 2 3/4 in. Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	220	TH		
0010	12 GA Rifled Slug 1 oz. 2 3/4 in., Full Recoil Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	66	TH		
0011	12 GA Rifled Slug 1 oz. 2 3/4 in., Reduced Recoil Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2	TH		
0012	12 GA #4 Buckshot 27 Pellet, 2 3/4 in. Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	11	TH		
0013	12 GA #00 Buckshot 8-Pellet, 2 3/4 in., Reduced Recoil Continued ...	209	TH		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM				
0014	12 GA #00 Buckshot 8-Pellet, 2 3/4 in., Full Recoil Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	121	TH		
0015	12 GA #00 Buckshot 9 Pellet, 2 3/4 in., Full Recoil Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	39	TH		
0016	12 GA #00 Buckshot 9 Pellet 2 3/4 in., Reduced Recoil Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2	TH		
0017	.357 Mag Caliber 125 Grain JHP Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	55	TH		
0018	.357 Sig Caliber 125 Grain JHP Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2145	TH		
0019	.38 SPL Caliber 148 Grain WC Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	605	TH		
0020	.38 SPL Caliber 158 Grain Lead Ball Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2	TH		
0021	.38 SPL Caliber 158 Grain SWC Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2	TH		
	Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0022	.380 Auto Caliber 90 Grain JHP Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	23	TH		
0023	.40 S&W Caliber 155 Grain JHP Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	55	TH		
0024	.40 S&W Caliber 165 Grain JHP Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	1331	TH		
0025	.40 S&W Caliber 180 Grain JHP Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2824	TH		
0026	.45 Auto Caliber 230 Grain FMC Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	94	TH		
0027	.45 Auto Caliber 230 Grain JHP Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	133	TH		
0028	7.62 x 39MM 123 Grain Soviet Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	44	TH		
0029	9MM Luger 115 Grain JHP Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	209	TH		
0030	9MM Luger 124 Grain FMC Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	220	TH		
0031	9MM Luger 147 Grain JHP Continued ...	51	TH		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1000	<p>Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM</p> <p>LOT II OPTION YEAR I: FROM END OF THE BASE YEAR & CONTINUING FOR 12 MONTHS (Actual 12 month period of performance will be reflected on award document)</p> <p>This contract is for commercial leaded training ammunition (CLTA) in accordance with this document. When the Government requires CLTA covered by this contract, delivery order(s) will be issued: delivery instructions will be listed therein. Prices include all delivery cost and Federal Excise Tax (FET). The minimum guarantee that the Government will order is 1,000 rounds per contract per year. Unit price is per 1,000 rounds. (Option Line Item)</p>		EA		
1001	<p>Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM</p> <p>.223 Rem Caliber 55 Grain FMC (Option Line Item)</p>	574	TH		
1002	<p>Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM</p> <p>.223 Rem Caliber 55 Grain Soft Point (Option Line Item)</p>	97	TH		
1003	<p>Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM</p> <p>.223 Rem Caliber 62/64 Grain JHP (Option Line Item)</p>	1210	TH		
1004	<p>Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM</p> <p>.223 Rem Caliber 69 Grain BTHP (match grade) (Option Line Item)</p> <p>Continued ...</p>	49	TH		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1005	.223 Rem Caliber 77 Grain BTHP (match grade) (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	73	TH		
1006	30-06 Springfield Caliber 150 (or higher) Grain FMC (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	6	TH		
1007	.308 Win Caliber 168 Grain BTHP (match grade) (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	61	TH		
1008	10MM Auto 180 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	12	TH		
1009	12 GA Target # 7, 2 3/4 in. (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	242	TH		
1010	12 GA Rifled Slug 1 oz. 2 3/4 in., Full Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	73	TH		
1011	12 GA Rifled Slug 1 oz. 2 3/4 in., Reduced Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2	TH		
1012	12 GA #4 Buckshot 27 Pellet, 2 3/4 in. (Option Line Item) Continued ...	12	TH		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM				
1013	12 GA #00 Buckshot 8-Pellet, 2 3/4 in., Reduced Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	230	TH		
1014	12 GA #00 Buckshot 8-Pellet, 2 3/4 in., Full Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	133	TH		
1015	12 GA #00 Buckshot 9 Pellet, 2 3/4 in., Full Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	43	TH		
1016	12 GA #00 Buckshot 9 Pellet 2 3/4 in., Reduced Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2	TH		
1017	.357 Mag Caliber 125 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	61	TH		
1018	.357 Sig Caliber 125 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2400	TH		
1019	.38 SPL Caliber 148 Grain WC (Option Line Item) Product/Service Code: 1305 Continued ...	666	TH		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: AMMUNITION, THROUGH 30MM				
1020	.38 SPL Caliber 158 Grain Lead Ball (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2	TH		
1021	.38 SPL Caliber 158 Grain SWC (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2	TH		
1022	.380 Auto Caliber 90 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	26	TH		
1023	.40 S&W Caliber 155 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	61	TH		
1024	.40 S&W Caliber 165 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	1464	TH		
1025	.40 S&W Caliber 180 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	3106	TH		
1026	.45 Auto Caliber 230 Grain FMC (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	103	TH		
1027	.45 Auto Caliber 230 Grain JHP (Option Line Item) Continued ...	147	TH		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1028	Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM 7.62 x 39MM 123 Grain Soviet (Option Line Item)	49	TH		
1029	Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM 9MM Luger 115 Grain JHP (Option Line Item)	230	TH		
1030	Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM 9MM Luger 124 Grain FMC (Option Line Item)	242	TH		
1031	Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM 9MM Luger 147 Grain JHP (Option Line Item)	56	TH		
2000	LOT III OPTION YEAR II: FROM END OF OPTION YEAR I & CONTINUING FOR 12 MONTHS (Actual 12 month period of performance will be reflected on award document) This contract is for commercial leaded training ammunition (CLTA) in accordance with this document. When the Government requires CLTA covered by this contract, delivery order(s) will be issued; delivery instructions will be listed therein. Prices include all delivery cost and Federal Excise Tax (FET). The minimum guarantee that the Government will order is 1,000 rounds per contract per year. Unit price is per 1,000 rounds. (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM Continued ...		EA		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001	.223 Rem Caliber 55 Grain FMC (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	631	TH		
2002	.223 Rem Caliber 55 Grain Soft Point (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	107	TH		
2003	.223 Rem Caliber 62/64 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	1331	TH		
2004	.223 Rem Caliber 69 Grain BTHP (match grade) (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	54	TH		
2005	.223 Rem Caliber 77 Grain BTHP (match grade) (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	80	TH		
2006	30-06 Springfield Caliber 150 (or higher) Grain FMC (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	7	TH		
2007	.308 Win Caliber 168 Grain BTHP (match grade) (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	67	TH		
2008	10MM Auto 180 Grain JHP (Option Line Item) Product/Service Code: 1305 Continued ...	14	TH		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2009	Product/Service Description: AMMUNITION, THROUGH 30MM 12 GA Target # 7, 2 3/4 in. (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	266	TH		
2010	12 GA Rifled Slug 1 oz. 2 3/4 in., Full Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	80	TH		
2011	12 GA Rifled Slug 1 oz. 2 3/4 in., Reduced Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2	TH		
2012	12 GA #4 Buckshot 27 Pellet, 2 3/4 in. (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	13	TH		
2013	12 GA #00 Buckshot 8-Pellet, 2 3/4 in., Reduced Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	253	TH		
2014	12 GA #00 Buckshot 8-Pellet, 2 3/4 in., Full Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	147	TH		
2015	12 GA #00 Buckshot 9 Pellet, 2 3/4 in., Full Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM Continued ...	47	TH		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2016	12 GA #00 Buckshot 9 Pellet 2 3/4 in., Reduced Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2	TH		
2017	.357 Mag Caliber 125 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	67	TH		
2018	.357 Sig Caliber 125 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2596	TH		
2019	.38 SPL Caliber 148 Grain WC (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	732	TH		
2020	.38 SPL Caliber 158 Grain Lead Ball (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2	TH		
2021	.38 SPL Caliber 158 Grain SWC (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2	TH		
2022	.380 Auto Caliber 90 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	28	TH		
2023	.40 S&W Caliber 155 Grain JHP (Option Line Item) Product/Service Code: 1305 Continued ...	67	TH		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2024	Product/Service Description: AMMUNITION, THROUGH 30MM .40 S&W Caliber 165 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	1611	TH		
2025	Product/Service Description: AMMUNITION, THROUGH 30MM .40 S&W Caliber 180 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	3417	TH		
2026	Product/Service Description: AMMUNITION, THROUGH 30MM .45 Auto Caliber 230 Grain FMC (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	113	TH		
2027	Product/Service Description: AMMUNITION, THROUGH 30MM .45 Auto Caliber 230 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	161	TH		
2028	Product/Service Description: AMMUNITION, THROUGH 30MM 7.62 x 39MM 123 Grain Soviet (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	53	TH		
2029	Product/Service Description: AMMUNITION, THROUGH 30MM 9MM Luger 115 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	253	TH		
2030	Product/Service Description: AMMUNITION, THROUGH 30MM 9MM Luger 124 Grain FMC (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	266	TH		
2031	Product/Service Description: AMMUNITION, THROUGH 30MM 9MM Luger 147 Grain JHP (Option Line Item) Continued ...	61	TH		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3000	Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM LOT IV OPTION YEAR III: FROM END OF OPTION YEAR II & CONTINUING FOR 12 MONTHS (Actual 12 month period of performance will be reflected on award document) This contract is for commercial leaded training ammunition (CLTA) in accordance with this document. When the Government requires CLTA covered by this contract, delivery order(s) will be issued: delivery instructions will be listed therein. Prices include all delivery cost and Federal Excise Tax (FET). The minimum guarantee that the Government will order is 1,000 rounds per contract per year. Unit price is per 1,000 rounds. (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM		EA		
3001	.223 Rem Caliber 55 Grain FMC (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	694	MX		
3002	.223 Rem Caliber 55 Grain Soft Point (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	118	TH		
3003	.223 Rem Caliber 62/64 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	1464	TH		
3004	.223 Rem Caliber 69 Grain BTHP (match grade) (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM Continued ...	59	TH		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3005	.223 Rem Caliber 77 Grain BTHP (match grade) (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	88	TH		
3006	30-06 Springfield Caliber 150 (or higher) Grain FMC (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	8	TH		
3007	.308 Win Caliber 168 Grain BTHP (match grade) (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	74	TH		
3008	10MM Auto 180 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	15	TH		
3009	12 GA Target # 7, 2 3/4 in. (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	293	TH		
3010	12 GA Rifled Slug 1 oz. 2 3/4 in., Full Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	88	TH		
3011	12 GA Rifled Slug 1 oz. 2 3/4 in., Reduced Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2	TH		
3012	12 GA #4 Buckshot 27 Pellet, 2 3/4 in. (Option Line Item) Product/Service Code: 1305 Continued ...	15	TH		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: AMMUNITION, THROUGH 30MM				
3013	12 GA #00 Buckshot 8-Pellet, 2 3/4 in., Reduced Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	278	TH		
3014	12 GA #00 Buckshot 8-Pellet, 2 3/4 in., Full Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	161	TH		
3015	12 GA #00 Buckshot 9 Pellet, 2 3/4 in., Full Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	51	TH		
3016	12 GA #00 Buckshot 9 Pellet 2 3/4 in., Reduced Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2	TH		
3017	.357 Mag Caliber 125 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM.	73	TH		
3018	.357 Sig Caliber 125 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2855	TH		
3019	.38 SPL Caliber 148 Grain WC (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH Continued ...	805	TH		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3020	30MM .38 SPL Caliber 158 Grain Lead Ball (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2	TH		
3021	.38 SPL Caliber 158 Grain SWC (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2	TH		
3022	.380 Auto Caliber 90 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	31	TH		
3023	.40 S&W Caliber 155 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	73	TH		
3024	.40 S&W Caliber 165 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	1772	TH		
3025	.40 S&W Caliber 180 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	3758	TH		
3026	.45 Auto Caliber 230 Grain FMC (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	125	TH		
3027	.45 Auto Caliber 230 Grain JHP (Option Line Item) Product/Service Code: 1305 Continued ...	177	TH		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3028	Product/Service Description: AMMUNITION, THROUGH 30MM 7.62 x 39MM 123 Grain Soviet (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	59	TH		
3029	9MM Luger 115 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	278	TH		
3030	9MM Luger 124 Grain FMC (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	293	TH		
3031	9MM Luger 147 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	67	TH		
4000	LOT V OPTION YEAR IV: FROM END OF OPTION YEAR III & CONTINUING FOR 12 MONTHS (Actual 12 month period of performance will be reflected on award document) This contract is for commercial leaded training ammunition (CLTA) in accordance with this document. When the Government requires CLTA covered by this contract, delivery order(s) will be issued; delivery instructions will be listed therein. Prices include all delivery cost and Federal Excise Tax (FET). The minimum guarantee that the Government will order is 1,000 rounds per contract per year. Unit price is per 1,000 rounds. (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM Continued ...		EA		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4001	.223 Rem Caliber 55 Grain FMC (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	763	TH		
4002	.223 Rem Caliber 55 Grain Soft Point (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	129	TH		
4003	.223 Rem Caliber 62/64 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	1611	TH		
4004	.223 Rem Caliber 69 Grain BTHP (match grade) (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	65	TH		
4005	.223 Rem Caliber 77 Grain BTHP (match grade) (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	97	TH		
4006	30-06 Springfield Caliber 150 (or higher) Grain FMC (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	8	TH		
4007	.308 Win Caliber 168 Grain BTHP (match grade) (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	81	TH		
4008	10MM Auto 180 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH Continued ...	16	TH		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4009	30MM 12 GA Target # 7, 2 3/4 in. (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	322	TH		
4010	12 GA Rifled Slug 1 oz. 2 3/4 in., Full Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	97	TH		
4011	12 GA Rifled Slug 1 oz. 2 3/4 in., Reduced Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2	TH		
4012	12 GA #4 Buckshot 27 Pellet, 2 3/4 in. (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	16	TH		
4013	12 GA #00 Buckshot 8-Pellet, 2 3/4 in., Reduced Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	306	TH		
4014	12 GA #00 Buckshot 8-Pellet, 2 3/4 in., Full Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	177	TH		
4015	12 GA #00 Buckshot 9 Pellet, 2 3/4 in., Full Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	57	TH		
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4016	12 GA #00 Buckshot 9 Pellet 2 3/4 in., Reduced Recoil (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2	TH		
4017	.357 Mag Caliber 125 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	81	TH		
4018	.357 Sig Caliber 125 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	3141	TH		
4019	.38 SPL Caliber 148 Grain WC (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	886	TH		
4020	.38 SPL Caliber 158 Grain Lead Ball (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2	TH		
4021	.38 SPL Caliber 158 Grain SWC (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	2	TH		
4022	.380 Auto Caliber 90 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	34	TH		
4023	.40 S&W Caliber 155 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH Continued ...	81	TH		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4024	30MM .40 S&W Caliber 165 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	1949	TH		
4025	.40 S&W Caliber 180 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	4134	TH		
4026	.45 Auto Caliber 230 Grain FMC (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	137	TH		
4027	.45 Auto Caliber 230 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	195	TH		
4028	7.62 x 39MM 123 Grain Soviet (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	65	TH		
4029	9MM Luger 115 Grain JHP (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	306	TH		
4030	9MM Luger 124 Grain FMC (Option Line Item) Product/Service Code: 1305 Product/Service Description: AMMUNITION, THROUGH 30MM	322	TH		
4031	9MM Luger 147 Grain JHP (Option Line Item) Product/Service Code: 1305 Continued ...	74	TH		

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: AMMUNITION, THROUGH 30MM				

NOTICE TO BIDDERS

A. The Federal Law Enforcement Training Center (FLETC), Glynco, GA, anticipates multiple IDIQ firm fixed price award(s) as a result of this acquisition. The FLETC ammunition needs are based on FLETC's student load which can change daily. An estimated quantity of ammunition that will be ordered cannot be provided due to changes in student load. The minimum guarantee for the resultant award(s) is 1,000 rounds per contract per year. The maximum limit for the resultant award(s) is 70 million rounds per year. If more than one (1) contract is awarded, the maximum limit will be split between all awards.

B. All questions concerning this solicitation must be submitted in writing to the Procuring Contracting Officer sheryle.wood@dhs.gov by July 30, 2012. No further questions will be answered after this deadline. An amendment will be posted at www.fbo.gov answering all questions submitted.

C. The bidder(s) will have to ship to multiple locations due to all DHS agencies utilization of the resultant contract(s).

D. In accordance with Federal Acquisition Regulation (FAR) 14.503-1, the following information is provided:

1. This acquisition is for Commercial Lead Training Ammunition (CLTA). All ammunition must meet the specifications provided in the Statement of Work located at Part D of this solicitation package.
2. This acquisition will be solicited using the Two-Step Sealed Bid Method. Standard Form 1449 identifying all calibers involved in this acquisition is being provided at this time for information purposes only.
3. Technical proposals shall consist of those documents identified at **Part E Federal Acquisition (FAR) Clause 52.212-1 Instructions to Offerors – Commercial Items**, paragraph (b) *Submission of Offers* and the Addendum to FAR 52.212-1 following the actual FAR clause.
4. Evaluations factors are listed in **Part E FAR Clause 52.212-2 Evaluation – Commercial Items** of this solicitation.
5. The technical proposal shall not include prices or pricing information.
6. Technical proposals are due on **August 20, 2012 by 2:30 PM Eastern Time**.
7. In the second step, only bids based upon technical proposals determined to be acceptable, either initially or as a result of discussions, will be considered for awards.
8. (i) Bidders should submit proposals that are acceptable without additional

explanation or information.

(ii) The Government may make a final determination regarding a proposal's acceptability solely on the basis of the proposal as submitted, and

(iii) The Government may proceed with the second step without requesting further information from any bidder; however, the Government may request additional information from bidders of proposals that it considers reasonably susceptible of being made acceptable.

9. A notice of unacceptability will be forwarded to the bidder(s) upon completion of the proposal evaluation and final determination of unacceptability.

10. Only one technical proposal may be submitted by each bidder for each product offered for each line item.

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PART C
CONTRACT CLAUSES

52.212-4 Contract Terms and Conditions - Commercial Items (FEB 2012) [12.301(b)(3)]

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for

acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) *Payment.*

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *Central Contractor Registration (CCR)*.

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

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the

FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-

of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

ADDENDUM TO FAR 52.212-4

a. **Order of Precedence** – The following change is made in the order of precedence: (8) The specification, (9) Other documents, exhibits, and attachments.

b. **Inspection and Acceptance** – Unless specified differently in a delivery order, the Contracting Officer or the duly authorized representative of the Contracting Officer will perform inspection and acceptance of CLTA to be provided under this contract. Should the Government reject any ammunition delivered by the contractor, it shall be the contractor's responsibility to promptly (as deemed by the Government) provide pickup and transportation from the Government's storage site. All CLTA submitted for acceptance shall comply with all contractual requirements. The Government reserves the right to perform any compliance testing at each destination, at any time, to ensure product/contract compliance. When performed, testing will be in accordance with this contract. The Government's rights to require additional contractor testing and/or to require lot replacement shall be in addition to the Government's rights and remedies under the basic contract. The Government's election to forgo testing, or any portion thereof, shall not relieve the Contractor from the responsibility, nor impose liability on the Government, for nonconforming supplies.

c. **Packing and Packaging** – All material shall be packed for shipment in such a manner that will insure acceptance by common carrier and safe delivery at destination. Shipping containers shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. Packaging of all ammunition shipments shall be in accordance with all Federal regulations (non-military) regarding explosive materials. For all palletized ammunition, shipments shall be safely positioned on shipping pallets

and shall be stretch wrapped and/or banded to insure that contents are secure during movement of the pallet. Ammunition may be palletized in accordance with the best commercial practices; however, the cases must be placed on the pallets in a manner that will facilitate counting of cases at destination and proper off-loading. If palletized, the number of cases per pallet layer must be marked clearly on at least 2 exterior sides of each pallet. Pallets containing ammunition that is stacked haphazardly or in uncountable layers may be rejected and returned to the vendor. For purposes of this contract, a box is defined as the smallest unit of packaging and a case is defined as the unit of packaging that contains the boxes.

d. **Marking** – Each case shall be marked in accordance with Federal Standard 123 (Marking for Domestic Shipment) on the outside surface with the nomenclature, quantity, lot number, and manufacturer's part or item number.

e. **Lot Number** – Within 10 days after award, the contractor shall provide the Contracting Officer a notice explaining the contractor's intended lot numbering system. No change to the lot number system shall be allowed without prior notification being provided to the Contracting Officer.

f. **Special Markings:** Special markings, if any, shall be as otherwise stated within this contract or as stated on delivery orders issued under this contract, all within the scope of the applicable provisions of Federal Standard 123.

g. **Packing List** – A packing list or other suitable document shall accompany each shipment and shall show (a) name and address of vendor, (b) name and address of consignee, (c) Government contract and delivery order number, (d) Government bill of lading number covering shipment, if any, and (e) description of material shipped, including nomenclature, lot number(s), quantity (per lot), number of containers, and package number (if any).

h. **Place of Delivery – Fob Destination** – All items are to be shipped FOB destination to the CONUS location(s) specified on individual delivery orders. Shipments to FLETC locations shall be made in accordance with clause 52.247-35, 'F.O.B. Destination, within Consignee's Premises.' OCONUS shipments shall be made in accordance with FAR 52.247-38, 'FOB Inland Carrier, Point of Exportation'. Notice: Unless the notification requirement is waived, no shipment shall be made without prior notice being provided to the COR named in a delivery order.

i. **FAR 52.243-1 Changes-Fixed Price** (Aug 87) [3.204(a)(2)] is applicable to (c) Changes above.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items. (MAY 2012) [12.301(b)(4)]

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement

provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)(Pub. L. 109-282)(31 U.S.C. 6101 note).

[] (5) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (JUL 2010) (Pub. L. 111-5).

[X] (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

[X] (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) 941 U.S.C. 2313).

[X] (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

- (9) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (11) (Reserved).
- (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
 (ii) Alternate I (NOV 2011) of 52.219-6.
 (iii) Alternate II (NOV 2011) of 52.219-6.
- (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
 (ii) Alternate I (OCT 1995) of 52.219-7.
 (iii) Alternate II (MAR 2004) of 52.219-7.
- (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).
- (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4).
 (ii) Alternate I (OCT 2001) of 52.219-9.
 (iii) Alternate II (OCT 2001) of 52.219-9.
 (iv) Alternate III (JUL 2010) of 52.219-9.
- (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (18) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
 (ii) Alternate I (JUN 2003) of 52.219-23.
- (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[](21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[](22) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)(15 U.S.C. 657 f).

[](23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).

[](24) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012).

[](25) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012). (15 U.S.C. 637(m)).

[X](26) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[X](27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

[X](28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

[X](29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

[X](30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

[X](31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

[X](32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

[X](33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[](34) 52.222-54, Employment Eligibility Verification (JAN 2009): (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[](35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf

items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (AUG 2011)(E.O 13513).

(39) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).

(40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (MAY 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-82, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138 112-41, and 112-42).

(ii) Alternate I (MAR 2012) of 52.225-3.

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

(iv) Alternate III (MAR 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(46) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

(49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

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

(ii) Alternate I (APR 2003) of 52.247-64.

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

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

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

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

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

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

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

(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).

[](8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (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 (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) (Reserved)

(iv) 52.222-26, Equal Opportunity (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 (JUN 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). 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 (JAN 2009).

(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)

52.204-1 – Approval of Contract (DEC1989) [4.103]

This contract is subject to the written approval of the Chief, Glynco Operations Branch and shall not be binding until so approved.

52.211-16 – Variation in Quantity (APR 84) [11.703(a)]

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

5% percent increase

5% percent decrease

This increase or decrease shall apply to TOTAL ITEM QUANTITY FOR EACH DESTINATION.

52.216-1 – Type of Contract (APR 84) [16.105]

The Government contemplates award of an indefinite-delivery, indefinite-quantity Firm-Fixed Price type contract resulting from this solicitation.

52.216-18 – Ordering (OCT 95) [16.506(a)]

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule at paragraph G.1. Such orders may be issued from **date of basic contract award** through **September 30, 2017**. (Note: dates will be adjusted to reflect 60 months, 5 years at time of award.)

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

52.216-19 – Order Limitations (OCT 95) [16.506(b)]

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **1,000 rounds**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor –

(1) Any order for a single item in excess of the maximum contract quantity shown in the Pricing Schedule;

(2) Any order for a combination of items that requires in excess of the maximum contract quantity shown in the Pricing Schedule; or

(3) A series of orders from the same ordering office within **10 working** days that together call for **quantities of rounds exceeding** the limitation in subparagraph (1) and (2) of this section.

(c) If this is a requirement contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraph (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 – Indefinite Quantity (OCT 95) [16.506(e)]

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule at paragraph G.1. The quantities of supplies or services specified in the Pricing Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to an including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause of in the Schedule, there is no limit on the number or orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **September 30, 2017**. (Note: dates will be adjusted to reflect 60 months, 5 years at time of award.)

52.217-8 – Option to Extend Services (Nov 1999) [17.208(f)]

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance

hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days.

(End of Clause)

52.217-9 – Option to Extend the Term of the Contract (Mar 2000) [17.208(g)]

(a) The Government may extend the term of this contract by written notice to the Contractor by modification prior to the expiration of the previous performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months or 5 years (months)(years).

(End of Clause)

52.223-11 – Ozone-Depleting Substances (May 2001) [23.804(a)]

(a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as-(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

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

WARNING

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

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

(End of Clause)

HOMELAND SECURITY ACQUISITION REGULATION (HSAR) CLAUSES

3052.242-71 – Dissemination of Contract Information (DEC 2003) [3042.203-70(b)]

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of

the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

(End of clause)

3052.242-72 - Contracting Officer's Technical Representative (DEC 2003) [3042.7000]

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of clause)

52.252-2 – Clauses Incorporated by Reference (FEB 98) [52.107(b)]

This contract incorporates the following 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 text available. Also the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/Far>.

52.202-1	Definitions (JAN 12) [2.201]
52.203-3	Gratuities (APR 84) [3.202]
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 06) ALTI (OCT 95) [3.503-2]
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 10) [3.808]
52.204-4	Printed or Copied Double-sided on Recycled Paper (MAY 11) [4.303]
52.204-7	Central Contractor Registration (FEB 12) [4.1105]
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 10) [9.409]
52.211-17	Delivery of Excess Quantities (SEP 89) [11.703(b)]
52.214-26	Audit and Records – Sealed Bidding (OCT 10) [14.207(a)(1)]
52.214-27	Price Reduction for Defective Cost or Pricing Data – Modifications—Sealed Bidding (AUG 11) [14.201-7(b)]

52.214-28	Subcontractor Certified Cost or Pricing Data – Modification— Sealed Bidding (OCT 10) [14.201-7(c)]
52.219-16	Liquidated Damages Subcontracting Plan (JAN 99) [19.708 (b) (2)]
52.222-20	Walsh-Healy Public Contracts Act (OCT 10) [22.610]
52.223-3	Hazardous Material Identification and Material Safety Data (JAN 97) ALT I (JUL 95) [23.303]
52.225-14	Inconsistency between English Version and Translation of Contract (FEB 00) [25.1103(b)]
52.232-18	Availability of Funds (APR 84) [32.705-1(a)]
52.232-19	Availability of Funds for Next Fiscal Year (APR 84) [32.705-1(b)]
52.232-23	Assignment of Claims (JAN 86) [32.806(a)(1)]
52.233-1	Disputes (JUL 02) [33.215]
52.233-4	Applicable Law for Breach of Contract Claim (OCT 04) [33.215(b)]
52.242-13	Bankruptcy (JUL 95) [42.903]
52.246-25	Limitation of Liability--Services (FEB 97) [46.805 (a) (4)]
52.247-34	F.o.b. Destination (NOV 91) [47.303-6(c)]
52.247-35	F.o.b. Destination, Within Consignee's Premises (APR 84) [47.303- 7(c)]
52.247-38	F.o.b. Inland Carrier, Point of Exportation (FEB 06) [47.303-10(c)]
52.247-48	F.o.b. Destination – Evidence of Shipment (FEB 99) [47.305-4(c)]
52.249-2	Termination for Convenience of Government (Fixed Price) (APR 12) [49.502(b) (1) (i)]
52.249-8	Default (Fixed-Price Supply and Service) (APR 84) [49.504(a) (1)]
3052.209-72	Organizational Conflicts of Interest (JUN 06)
3052.219-70	Small Business Subcontracting Program Reporting (JUN 06)
3052.219-71	DHS Mentor-Protégé Program (JUN 06)
3052.219-72	Evaluation of Prime Contractor Participation in the DHS Mentor- Protégé Program (JUN 06)
3052.223-70	Removal or Disposal of Hazardous Substances – Applicable Licenses and Permits (JUN 06)

PART D

CONTRACT DOCUMENTS, EXHIBITS, ATTACHMENTS

STATEMENT OF WORK

1.0 SCOPE

This specification applies to handgun, shotgun, and rifle ammunition strictly for training purposes. This type ammunition is designated as commercial lead training ammunition (CLTA) by the issuing agency: Department of Homeland Security (DHS), Federal Law Enforcement Training Center (FLETC) with multiple training sites in the United States.

2.0 APPLICABLE DOCUMENTS

2.1 General. This specification lists all performance requirements for the acquisition of handgun, shotgun, and rifle CLTA.

2.2 Non-Government publications. The following documents form a part of this document to the extent specified herein:

ANSI/SAAMI Z299.3-1993: Voluntary Industry Performance Standards for Pressure & Velocity of Center Fire Pistol & Revolver Ammunition for the Use of Commercial Manufacturers - Sporting Arms and Ammunition Manufacturer's Institute (SAAMI)

ANSI/SAAMI Z299.3-1992: Voluntary Industry Performance Standards for Pressure & Velocity of Center Fire Rifle Ammunition for the use of Commercial Manufacturers - Sporting Arms and Ammunition Manufacturer's Institute (SAAMI)

ANSI/SAAMI Z299.2-1992: Voluntary Industry Performance Standards for Pressure & Velocity of Shotshell Ammunition for the Use of Commercial Manufacturers - Sporting Arms and Ammunition Manufacturer's Institute (SAAMI)

ISO 9001:2000, Quality Management Systems Requirements - International Organization for Standardization, 1, rue de Varembe, Case postale 56, CH-1211 Geneva 20, Switzerland

(NOTICE: Non-Governmental standards and other publications are normally available from the organizations that prepare or distribute the documents. These documents may also be available in or through libraries or other information services)

2.3 Order of Precedence. In the event of a conflict between DHS/FLETC documents and the references cited herein, DHS/FLETC contract and specifications shall take precedence.

3.0 CLTA REQUIREMENTS

3.1 DHS/FLETC provides training for 90+ agencies; numerous manufacturers' handguns, shotguns, and rifles are used during firearms training (some are FLETC-owned and some other-agency owned). This requirement covers the following calibers of handgun, shotgun, and rifle training ammunition (DHS/FLETC reserves the right to add other calibers during the term of the resultant contract(s) based upon agency training needs):

- 9MM Luger 115 Grain JHP
- 9MM Luger 124 Grain FMC
- 9MM Luger 147 Grain JHP
- 10MM Auto 180 Grain JHP
- .45 Auto Caliber 230 Grain JHP
- .45 Auto Caliber 230 Grain FMC
- .40 S&W Caliber 155 Grain JHP
- .40 S&W Caliber 165 Grain JHP
- .40 S&W Caliber 180 Grain JHP
- .380 Auto Caliber 90 Grain JHP
- .38 SPL Caliber 158 Grain SWC
- .38 SPL Caliber 158 Grain Lead Ball (LB)
- .38 SPL Caliber 148 Grain WC
- .357 Sig Caliber 125 Grain JHP
- .357 Mag Caliber 125 Grain JHP
- .223 Rem Caliber 55 Grain FMC
- .223 Rem Caliber 55 Grain Soft Point
- .223 Rem Caliber 62/64 Grain JHP
- .223 Rem Caliber 69 Grain BTHP (match grade)
- .223 Rem Caliber 77 Grain BTHP (match grade)
- .30-06 Springfield Caliber 150 (or higher) Grain FMC
- .308 Win Caliber 168 Grain BTHP (match grade)
- 12 GA 00 Buckshot 8-Pellet, 2 ¾ in, Full Recoil
- 12 GA 00 Buckshot 8-Pellet, 2 ¾ in, Reduced Recoil
- 12 GA 00 Buckshot 9 Pellet 2 ¾ in, Full Recoil
- 12 GA 00 Buckshot 9 Pellet 2 ¾ in, Reduced Recoil
- 12 GA #4 Buckshot 27 Pellet, 2 ¾ in.
- 12 GA #7 Target, 2 ¾ in.
- 12 GA Rifled Slug 1oz. 2 ¾ in, Full Recoil
- 12 GA Rifled Slug 1oz. 2 ¾ in, Reduced Recoil
- 7.62x39MM 123 Grain Soviet

Notice: The FLETC does not stock any shotgun/rifle CLTA load other than loads required by agencies for their firearms training. No substitution of the description shown will be permitted.

3.2. Packaging – Exterior product shipping case and individual boxes shall be clearly marked with manufacturer's name, caliber/style & grain, and lot number.

3.2.1. DHS/FLETC requires that all handgun CLTA be packaged in 500 or 1000 round cases, 50 rounds per box.

3.2.2. DHS/FLETC requires that all rifle and shotgun CLTA be packaged in 200 or 250 round cases, 20 to 25 rounds per box. However, different packaging will be accepted only if quantities are clearly marked on the box and the case.

3.3. Cartridges

3.3.1 Cartridge Marking. Cartridge shall be head stamped with the manufacturer's symbol and cartridge designation.

3.3.2 Cartridge Material. CLTA shall be constructed of new, unfired components.

3.3.3 Cartridges shall be manufactured in accordance with the ANSI/SAAMI standards listed in Section 2.2.

3.3.4 The manufacturer shall provide a complete list of the components of the cartridge. This information shall be provided in the form of Material Safety Data Sheets (MSDS) for each component. These sheets must be provided initially in response to the Step 1 Technical Submission for all calibers submitted and at any time a component listed in previous MSDS submissions have changed. Additionally, the MSDS must be provided by the manufacturer prior to or included with any shipment of new submissions of CLTA to the FLETC Firearms Division.

3.4 Quality System. It is desired that the manufacturer have a quality system that is commensurate with ISO 9001: 2000, Quality Management Systems Requirements. Manufacturers shall provide written proof of International Standards Organization (ISO) 9001:2000 certification from an accredited agency with submitted proposals.

3.5 Reliability: Any CLTA delivered to the DHS/FLETC must perform in a satisfactory manner in any training weapon, regardless of the weapon manufacturer. Description of failures is described as (but is not necessarily limited to):

- Misfire,
- Hangfire,
- Longitudinal Split,
- Circumferential Rupture,
- Deformed case,
- Corroded case,
- Inverted, missing primer,
- Inert primer,
- Hard primer,
- Squib load (bullet in bore),
- Inconsistent bullet seating,

- Excessive powder residue buildup in weapons,
- Excessive bullet residue build up in barrel,
- Excessive unburned powder,
- Excessive smoke,
- Excessive powder burning odor.

3.6 Accuracy.

3.6.1 Handgun CLTA - 10 rounds at 25 yards will measure no more than a 6" extreme spread group.

3.6.2 12 GA rifled slug CLTA – 5 rounds at 25 yards will measure no more than an 8" extreme spread group.

3.6.3 12 GA shotshell CLTA – no accuracy testing will be conducted on 12 GA shotshells.

3.6.4 Rifle CLTA, except .308 Win caliber, - 5 rounds at 50 yards will measure no more than a 3" extreme spread group.

3.6.5 .308 Win CLTA – 5 rounds at 50 yards will measure no more than a .75" extreme group at 50 yards with a standard deviation of no more than 15 feet per second.

3.7 CLTA that fails to perform satisfactorily (See list of failures at paragraph 3.5 and 3.6). Should any CLTA fail to perform in a weapon, the DHS/FLETC will:

3.7.1 Use another manufacturer's CLTA in the same weapon to establish if the failing CLTA is at fault or if the weapon is at fault.

3.7.2 Use the failed CLTA in at least one other manufacturer's weapon to establish if the initially used weapon was at fault for the failure.

(These are the only performance tests that the DHS/FLETC will perform on any CLTA product before rejecting the CLTA as defective and requesting replacement and/or refund from the CLTA contractor.)

3.8 Defective Handgun, Shotgun, and Rifle CLTA.

3.8.1 If the DHS/FLETC receives CLTA that does not perform satisfactorily as shown in 3.6, the DHS/FLETC reserves the right to request replacement of the lot or to require the contractor to provide a refund/credit for the lot.

3.8.2 The training field failure rate for CLTA attributable to the CLTA is not more than 1 failure per 10,000 rounds.

DELIVERIES OR PERFORMANCE

F.1 Period of Performance – Basic Contract

a. The period of performance for this contract is 12 months from date of contract award, unless extended through an exercise of option. If the Government exercises its unilateral right to extend the period of the contract after the base 12-month period, the contract could be extended for four additional 12-month periods. Contractor's attention is directed to FAR Clause 52.217-9 Option to Extend the Term of the Contract. The current estimated performance periods are as follows:

Base Period	Date of award and continuing for 12 months
1 st Option Year	End of base year and continuing for 12 months
2 nd Option Year	End of option year one and continuing for 12 months
3rd Option Year	End of option year two and continuing for 12 months
4th Option Year	End of option year three and continuing for 12 months

(Note: Actual 12 month performance periods will be revised at contract award)

b. Individual delivery orders shall be considered authorization for the contractor to begin performance during the base or option period(s).

F.2 Period of Performance – Delivery Orders

The Government shall have the right to unilaterally issue delivery orders with delivery to commence within 30 days after the delivery order award date, at the rate of:

For individual items of CLTA –

Delivery shall be 30 days for each individual item order of 1,000 rounds.

F.3 Delivery Order Priority –

Delivery orders issued by FLETC Procurement Division shall have priority over any other DHS organizational element order.

F.4 Other Provisions

a. **Authorized DHS Organizational Elements/agencies** will place their own delivery orders against the contract(s) as authorized by the FLETC Contracting Officer and forward them directly to the Contractor. Each agency using the contract(s) will be responsible for funding and paying for (in accordance with the applicable contract terms and conditions) the supplies they order under the contract(s). Conflicts arising from the use of this contract shall be resolved between the Government agency issuing the delivery order and the awardee. It shall be the responsibility of each agency placing delivery orders under any resultant contract(s) to conduct the necessary destination inspections of the delivered supplies to assure that the ammunition is in conformance with the specifications. Inspection and acceptance shall be at destination specified in the delivery order. Each delivery order shall state the local time when deliveries can be

received at the destination. Should delivery order specify within consignee's premises, all delivery information shall be included (building, floor, and room numbers). There is no requirement for contractors to furnish ammunition in less than their standard packaging. Each delivery order shall specify the invoicing address and an invoice point of contact. It is the policy of the Department of Homeland Security to encourage the use of environmentally sound materials. Contractors are encouraged to utilize packaging materials that are environmentally sound and consist of recovered materials to the maximum extent possible.

b. Contracting Officer's Instructions

No change in the scope of any resulting contract shall be made which would effect a change in any term or provision of the contract except by the issuance of a modification duly executed by the Contracting Officer. Contractors are responsible for ensuring that all contractor personnel are knowledgeable and cognizant of this provision. Changes to the contract requirement which are accepted and performed by contractor personnel outside this contract without specific authorization of the Contracting Officer shall be the sole responsibility of the contractor. No information other than that which may be contained in an authorized modification to the contract duly issued by the Contracting Officer which may be received from any person employed by the U.S. Government or otherwise, will be considered as grounds for deviation from any stipulation of this procurement instrument or specification.

c. Contract Method of Unilateral and Bilateral Ordering –

1. Supplies to be furnished under any resultant contract shall be ordered by the issuance of delivery orders using Optional Form 347 and/or other Federal Government form. Delivery orders will be firm-fixed price. The Government shall be under no obligation to issue any particular number or types of orders, and no liability to the contractor shall be incurred in the event that a certain number or types of orders are not issued. However, subject to the availability of funds (see Federal Acquisition Regulation Clause 52.232-18), the Government guarantees a minimum of 1,000 rounds per contract per year.

2. No bidder is required to submit a bid on all line items nor is the Government required to order all types of CLTA as shown on any resultant contract(s). Quantities shown in any resultant contract are estimates only; there is no guarantee that the Government will order all the indicated quantities. Only the above stated minimum order value of 1,000 rounds per contract per year is guaranteed. An exercise of the contract's Option provisions shall not obligate the Government to purchase additional quantities above the guaranteed minimum of 1,000 rounds for the total of all years on a contract.

3. Order(s) under multiple award contract(s) shall provide each contract awardee a fair opportunity to be considered for each order in excess of \$3,000. In determining the procedure for providing awardee(s) a fair opportunity to be considered

for each delivery order for the same type of ammunition, the Contracting Officer may exercise broad discretion and consider such factors as past performance, quality of deliverables, delivery requirements, training schedules, cost/price, and other factors that the Contracting Officer, in the exercise of sound business judgment, believes are relevant to the placement of delivery orders.

4. The procedures for the placement of particular delivery orders need not comply with the competition requirements of the Federal Acquisition Regulation Part 6, although fair consideration will be given to all awardee(s) prior to the placement of an order. The Contracting Officer reserves the right to employ streamlined procedures when selecting a delivery order awardee. In addition, the Contracting Officer need not contact each of the multiple awardee(s) under the resultant contract(s) before selecting a delivery order awardee(s) if information is available to the Contracting Officer to ensure that each awardee is provided a fair opportunity to be considered for each order.

5. In limited instances, awardee(s) will not be given an opportunity to be considered for a particular delivery order in excess of \$3,000 under a multiple delivery order contract if the Contracting Officer determines that: (1) the agency's need for the item is of such urgency that providing the opportunity would cause unacceptable delays; (2) only one contractor is capable of providing the item(s) because of unique or highly specialized qualifications, supply stocks, or manufacturing lead time; (3) the delivery order must be placed as a sole source delivery order because of the interests of economy and efficiency dictate that the contractor should receive it as a logical follow-on to a delivery order already issued under the contract(s), provided that all awardees were given a fair opportunity to be considered for the original order; or (4) it is necessary to place the delivery order to satisfy a minimum guarantee,

6. No protest under FAR Subpart 33.1 is authorized in connection with the issuance of a delivery order under any resultant contract(s), except for a protest that the delivery order increases the scope, period, or maximum estimated value of the contract.

7. All orders will be signed by a Contracting Officer. Upon receipt of a delivery order, the Contractor shall assume the responsibility for coordination, as necessary, in order to meet the required delivery date. If a contractor believes that the scope of any delivery order is not within the scope of any resultant contract, the contractor shall notify the Contracting Officer immediately in writing, providing the reason for such a determination. No shipments should be made by the contractor(s) before receipt of a signed order; however, for emergency situations verbal orders are authorized.

8. It is the intent of the Government to attempt to distribute the issuance of delivery orders over the entire ordering period of the contract(s); however, due to the nature of the FLETC training mission, there is no guarantee of an orderly flow of delivery orders. Delivery orders may be issued under contract(s) from the date of award(s) throughout the contract ordering period. Any delivery order issued hereunder shall be subject to the terms and conditions of the basic contract, which shall control in the event

of conflict with any delivery order.

d. **New Calibers of CLTA** – Because the ammunition training requirements change periodically and there is no positive manner to project such changes, the Government reserves the right to negotiate with awardee(s) to add other calibers of CLTA if such action is deemed necessary.

e. **Defective Rounds** – The Contractor shall be responsible for replacing defective rounds on this contract. Shipping cost for return and replacement of defective rounds shall be the contractor's responsibility.

f. **Advertising of Award** – The Contractor shall not refer to awards in commercial advertising in such a manner as to state or imply that the product provided under this contract is endorsed, preferred, or considered by the Government to be superior to other products or services.

F.5 Other Deliverables

a. **Reports of Orders Received:** The Contractor shall furnish quarterly reports of delivery orders received during the period of performance of the contract. The report shall show the item number, quantity, ordering activity, and be forwarded within 10 calendar days after the close of each reporting period to the Contracting Officer at the FLETC. Quarterly periods are defined as January through March, April through June, July through September, and October through December.

b. Unless waived by the Contracting/Ordering Officer, the manufacturer/vendor shall notify the COR by FAX at least 24 hours prior to product delivery. This notification shall be marked "Notification of Delivery" and shall include the delivery order number, contract number, caliber, quantity shipped, number of cases and rounds per case, manufacturer's part number and lot number of all ammunition being shipped.

c. Failure or refusal to furnish the required reports, or falsification thereof, shall constitute sufficient cause for applying the provisions of FAR 52.212-4(m) *Termination for Cause*.

CONTRACT ADMINISTRATIVE DATA

G.1 The following activities have authority to issue delivery orders in accordance with the terms and conditions of this contract:

Authorized Personnel
Contracting Officers of
FLETC Procurement
Division, Glynco, GA

Authority Limit
Contract Maximum

Contracting Officer of DHS/FLETC,
Procurement Division, Charleston, SC;
Artesia, NM; and Cheltenham, MD

As authorized by the
DHS/FLETC, Procurement
Division, Glynco, GA

Other DHS Organizational elements
authorized by FLETC Procurement
Division, Glynco, GA

As authorized by the
DHS/FLETC, Procurement
Division, Glynco, GA

G.2 Orders may be placed using an OF 347 or any other form deemed appropriate by the Contracting Officer. Each delivery order will be processed as described on the OF 347 form and shall be issued by a warranted Contracting Officer. Orders may be issued electronically (e.g., as a PDF file). In emergency situations, the Contracting Officer may issue oral orders that will be confirmed within two (2) working days by issuance of a written delivery order or delivery order modification. Delivery orders will be issued in accordance with the pricing schedule(s) and the accounting and appropriation data applicable for each acquisition will be provided on the delivery order. Delivery orders may be modified by the agency that issued the order or by the Contracting Officer of the basic contract. If the Government order is modified, such modification will be made by use of the Standard Form (SF) 30 (or other approved Government form).

G.3 The Contracting Officer for this procurement is:
Contracting Officer
Procurement Division, Building. 93
Federal Law Enforcement Training Center
1131 Chapel Crossing Road
Glynco, Georgia 31524
Telephone: 912-267-3171

G.4 The Contracting Officer will designate the COR at time of award. The COR's responsibility is to clarify technical requirements of the contract, as needed, to ensure understanding by the contractor and to monitor the ammunition deliveries. The COR does NOT have the authority to enter into, modify, or terminate the contract. The COR is not empowered to make any commitments or changes which affect the contract price, terms, or delivery requirements. Any such proposed changes shall be brought to the immediate attention of the Contracting Officer for action, if necessary, and formal approval by contract modification. In the event that the Contractor accepts any change without the specified approval and written consent of the Contracting Officer, it will be at the Contractor's risk.

G.5 Submission of invoices under awarded delivery orders certifies that all employees and subcontractors have been notified of the United States Government's zero tolerance policy regarding trafficking in persons and the actions that will be taken for violations of this policy.

PART E

SOLICITATION PROVISIONS (*Removed after Award*)

52.212-1 Instructions to Offerors - Commercial Items. (FEB 2012) [12.301 (b)(1)]

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required

representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

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

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

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

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

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

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other

documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

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

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

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

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

(i) *Availability of requirements documents cited in the solicitation*. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

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

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

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

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during

performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM TO FAR 52.212-1

(b) *Submission of Offer, subparagraph 4.* Other documents as used in this paragraph means submission of the following as part of Technical proposal:

(i) Technical Specification Sheets submitted for each different product number offered;

(ii) Technical Product Data Sheets reflecting cartridge components of each product number offered;

(iii) Material Safety Data Sheets (MSDS) for each component of product numbers offered; and

(iv) Written certification that bidder accepts/acknowledges the following:

- Part D, SOW paragraph 1.0 – Bidder understands that IFB ammunition is for training purposes only;
- Part D, SOW paragraph 2.2 – Bidder understands that the IFB documentation has precedence over referenced publications;

- Part D, SOW paragraph 3.1 – Product numbers offered meets FLETC description;
- Part D, SOW paragraph 3.2 – Packaging meets IFB requirements;
- Part D, SOW paragraph 3.3 – Cartridges will comply with IFB requirements;
- Part D, SOW paragraph 3.4 – Bidder is International Standards Organization (ISO) 9001:2000 certified with copy of certification from an accredited agency attached;
- Part D, SOW paragraphs 3.5 through 3.7 – Bidder accepts the Government approach to ruling ammunition as defective;
- Part D, SOW paragraph 3.8.2 – Bidder accepts the Government failure rate of 1/10,000 rounds;
- Part D, paragraph F.2 – Delivery time conforms with IFB requirement;
- Part D, paragraph F.4.e – Bidder accepts the requirements for replacing defective rounds.

The acceptance of the above items will supersede any conflicting warranty statement provided by the Bidder.

52.212-2 – Evaluation -- Commercial Items (JAN 1999) [12.301(c)]

(a) The Government will award a single contract or multiple resulting from this solicitation to those responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. STEP 1 – PROCEDURES FOR EVALUATING NON-PRICE TECHNICAL SUBMISSIONS.

A. The following technical factors will be given a technical rating as described in paragraph B below:

- (i) Technical Specification Sheets submitted for each different product number offered;
- (ii) Technical Product Data Sheets reflecting cartridge components of each product number offered;
- (iii) Material Safety Data Sheets (MSDS) for each component of product numbers offered; and

(iv) Written certification that bidder accepts/acknowledges the following:

- Part D, SOW paragraph 1.0 – Bidder understands that IFB ammunition is for training purposes only;
- Part D, SOW paragraph 2.2 – Bidder understands that the IFB documentation has precedence over referenced publications;
- Part D, SOW paragraph 3.1 – Product numbers offered meets FLETC description;
- Part D, SOW paragraph 3.2 – Packaging meets IFB requirements;
- Part D, SOW paragraph 3.3 – Cartridges will comply with IFB requirements;
- Part D, SOW paragraph 3.4 – Bidder is International Standards Organization (ISO) 9001:2000 certified with copy of certification from an accredited agency attached;
- Part D, SOW paragraphs 3.5 through 3.7 – Bidder accepts the Government approach to ruling ammunition as defective;
- Part D, SOW paragraph 3.8.2 – Bidder accepts the Government failure rate of 1/10,000 rounds;
- Part D, paragraph F.2 – Delivery time conforms with IFB requirement;
- Part D, paragraph F.4.e – Bidder accepts the requirements for replacing defective rounds.

The acceptance of the above items will supersede any conflicting warranty statement provided by the bidder.

(v) Bidder shall provide a statement of compliance with FAR 52.222-50, Combating Trafficking in Persons, requirements and confirm subcontractors will accomplish a statement of compliance upon an award.

B. Non-Price Technical Factor Ratings:

<u>Rating</u>	<u>Definition</u>
ACCEPTABLE	Product number offered meets or exceeds IFB requirements and the bidder has fully analyzed, evaluated, and defined these requirements in the bid submission. The product fully and completely meets all expectations and

	demonstrates the highest probability of obtaining superior products
REASONABLY SUSCEPTIBLE OF BEING MADE ACCEPTABLE	Product number offered appears to meet most IFB requirements; however, bid lacked one of the required submissions. Notification to bidder requesting missing document for evaluation is permitted.
UNACCEPTABLE	Product number offered does not satisfy the requirements and is lacking 2 or more submission requirements. Resubmission on this product is not permitted.

2. STEP 2 – PROCEDURES FOR EVALUATING PRICE SUBMISSIONS:

The bidder may only submit pricing on those items that receive a rating of Acceptable at the conclusion of STEP 1 technical evaluations. The bidder(s) will be requested to submit prices in accordance with the Standard Form 1449 pricing schedule of this solicitation. No bidder is required to submit a bid on all line items nor is the Government required to order all types of CLTA shown on any resultant contract(s). A public bid opening will take place and all bidders will be provided with the date, time and location of the bid opening with the amendment requesting STEP 2 submissions.

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

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the 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.

(End of Provision)

52.212-3 – Offeror Representations and Certifications—Commercial Items (APR 2012)
 [12.301(b)(2)]

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

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

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

“Forced or indentured child labor” means all work or service—

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

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

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

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

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

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product

that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology” –

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

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

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

“Veteran-owned small business concern” means a small business concern—

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and

certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

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

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

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

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

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

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

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

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB 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 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 or concerns that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

(10) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

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

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

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. 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 Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

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

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

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

Free Trade Agreement Country End Products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products:

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; 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. §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. §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. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that 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.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

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

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

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

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

(1) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

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) Sanctioned activities relating to Iran. (1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror 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 of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if--

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

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

(End of Provision)

OTHER FEDERAL ACQUISITION REGULATION (FAR) PROVISIONS

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. §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. §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. §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).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(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)

52.209-7 – Information Regarding Responsibility Matters (FEB 2012) [9.104-7(b)]

(a) *Definitions.* As used in this provision—

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

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

(b) The offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.214-3 -- Amendments to Invitations for Bids (DEC 1989) [14.201-6(b)(1)]

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation

(1) by signing and returning the amendment,

(2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid,

(3) by letter or telegram, or

(4) by facsimile, if facsimile bids are authorized in the solicitation.

The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of Provision)

52.214-4 -- False Statements in Bids (APR 1984) [14.201-6(b)(2)]

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of Provision)

52.214-5 -- Submission of Bids (MAR 1997) [14.201-6(c) (1)]

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) --

(1) Addressed to the office specified in the solicitation; and

(2) Showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of Provision)

52.214-6 -- Explanation to Prospective Bidders (APR 1984) [14.201-5 (c) (2)]

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of Provision)

**52.214-7 -- Late Submissions, Modifications, and Withdrawals of Bids (NOV 1999)
[14.201-6 (c)(3)]**

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b) (1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will

not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and—

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

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

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

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

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

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of Provision)

52.214-10 -- Contract Award -- Sealed Bidding (JUL 1990)[14.201-6(e)]

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may --

(1) Reject any or all bids;

(2) Accept other than the lowest bid; and

(3) Waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of Provision)

52.214-15 -- Period for Acceptance of Bids (APR 1984)[14.201-6(i)]

In compliance with the solicitation, the bidder agrees, if this bid is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the bidder) from the date specified in the solicitation for receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of Provision)

52.216-27 -- Single or Multiple Awards (OCT 95) [16.506(f)]

The Government may elect to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this contract.

(End of Provision)

52.217-5 -- Evaluation of Options (JUL 90) [17.208(c)]

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned
Activities Relating to Iran—Representation and Certification. (NOV 2011)
[25.1103(e)]**

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

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)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--

(1) 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;
and

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

52.233-2 – Service of Protest (SEP 06) [33.106]

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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer
Federal Law Enforcement Training Center
1131 Chapel Crossing Road
Procurement Division, Building 93
Glynco, GA 31524

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

HOMELAND SECURITY ACQUISITION REGULATION (HSAR) PROVISIONS

**3052.209-70 Prohibition on Contracts with Corporate Expatriates (JUN 2006)
[HSAR 3009.104-75]**

(a) Prohibitions.

Section 835 of Public Law 107-296, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

“*Expanded Affiliated Group*” means an affiliated group as defined in section 1504(a) of

the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

“*Foreign Incorporated Entity*” means any entity which is, or but for subsection (b) of Section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

“*Inverted Domestic Corporation.*” A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes after November 25, 2002, the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

“*Person, domestic, and foreign*” have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is after the date of enactment of this Act and which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special Rule for Related Partnerships.* For purposes of applying Section 835(b) of the Homeland Security Act, 6 U.S.C 395(b), to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) **Disclosure.** The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.
(End of provision)

LOCAL PROVISIONS

Local Provision – Notice to Bidders of Rejection of all Bids

The Government reserves the right to reject all bids. When it is determined necessary to reject all bids, the Contracting Officer shall notify each bidder that all bids have been rejected and shall state the reason for such action.

Local Provision – Representations and Certifications

FAR Clause 52.212-3, Offeror Representations and Certifications – Commercial Items and any other certifications located in this Part E are required to be completed and submitted with your bid. Please read each statement and complete as appropriate. Failure to complete, sign, and return could deem your bid nonresponsive.

Local Provision - Award

Award will be made to the responsible bidder(s) whose bid(s), conforming to the solicitation, is determined the most advantageous to the Government, considering only price and price-related factors specified elsewhere in the solicitation.