

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number SEE SCHEDULE		Page 1 Of 36						
2. Contract No. W52P1J-20-D-0002		3. Award/Effective Date 2019NOV11		4. Order Number		5. Solicitation Number		6. Solicitation Issue Date				
7. For Solicitation Information Call:		A. Name JOHN D. KERCH			B. Telephone Number (No Collect Calls) (309)782-5830		8. Offer Due Date/Local Time					
9. Issued By ARMY CONTRACTING COMMAND - RI ROCK ISLAND, IL 61299-8000 BLDGS 60 & 62		Code W52P1J	10. This Acquisition is <input checked="" type="checkbox"/> Unrestricted OR <input type="checkbox"/> Set Aside: % For:									
Email: JOHN.D.KERCH.CIV@ARMY.MIL			<input type="checkbox"/> Small Business	<input type="checkbox"/> Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program	<input type="checkbox"/> Hubzone Small Business	<input type="checkbox"/> EDWOSB	<input type="checkbox"/> Service-Disabled Veteran-Owned Small Business	NAICS: 334111	<input type="checkbox"/> 8(A)	Size Standard:		
11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule		12. Discount Terms		<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)			13b. Rating DOA6					
15. Deliver To SEE SCHEDULE		Code		14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			16. Administered By DCMA DETROIT 35803 MOUND ROAD STERLING HEIGHTS MI 48310			Code S2305A		
Telephone No.				17a. Contractor/Offeror Code 8Y716 LOWRY HOLDING COMPANY, INC. 9420 MALTBY RD BRIGHTON, MI 48116-8801			Facility		18a. Payment Will Be Made By DFAS-COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P.O. BOX 182317 COLUMBUS OH 43218-2317			Code HQ0337
Telephone No.				<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer	18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum							
19. Item No.	20. Schedule Of Supplies/Services SEE SCHEDULE (Use Reverse and/or Attach Additional Sheets As Necessary)			21. Quantity	22. Unit	23. Unit Price		24. Amount				
25. Accounting And Appropriation Data						26. Total Award Amount (For Govt. Use Only) \$0.00						
<input type="checkbox"/> 27a.Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached. Addenda <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.						
<input checked="" type="checkbox"/> 27b.Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.						
<input type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return _____ Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified.						<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:						
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer) /SIGNED REPRINT/								
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) TRISHA M. MARIMAN TRISHA.M.MARIMAN.CIV@ARMY.MIL (309)782-2836			31c. Date Signed 2019NOV07					

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

Received Inspected Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative		32f. Telephone Number of Authorized Government Representative			
		32g. E-Mail of Authorized Government Representative			
33. Ship Number	34. Voucher Number	35. Amount Verified Correct For	36. Payment		37. Check Number
<input type="checkbox"/> Partial <input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		
38. S/R Account No.	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

CONTINUATION SHEET	Reference No. of Document Being Continued W52P1J-20-D-0002 PIIN/SIIN	Page 2 of 36 REPRINT MOD/AMD
Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.		

SUPPLEMENTAL INFORMATION

THE FOLLOWING MODIFICATIONS HAVE BEEN INCORPORATED

- P00001
- P00002
- P00003
- P00004
- P00005
- P00006
- P00007
- P00008
- P00009
- P00010

Buyer Name: JOHN D. KERCH
 Buyer Office Symbol/Telephone Number: CCRI-TB/(309)782-5830
 Type of Contract 1: Firm Fixed Price
 Kind of Contract: Supply Contracts and Priced Orders
 Type of Business: Other Small Business Performing in U.S.
 Surveillance Criticality Designator: C
 Contract Expiration Date: 2024NOV10

*** End of Narrative A0000 ***

THE FOLLOWING IS AN ADDENDUM TO FAR 52.212-4 - CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS

This Executive Summary is provided as a synopsis of important and relevant features of this contract. If conflict exists between this summary and the terms and conditions of the contract, the terms and conditions of the contract govern.

1. Award. In support of Product Director Automated Movement and Identification Solutions (PD AMIS) mission, the U.S. Army Contracting Command Rock Island (ACC-RI) hereby awards Contract No. W52P1J-20-D0002 to Lowry Solutions, Inc (Cage Code 8Y716). This multi award contract is a Firm Fixed Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) contract with reimbursable CLINs for Other Direct Costs (ODC) and Travel.

This contract vehicle is decentralized and available to Department of Defense (DoD), United States Coast Guard (USCG), North Atlantic Treaty Organization (NATO), Coalition Partners, other Foreign Military Sales (FMS), other Federal Agencies, and contractors in support of DoD activities. All Federal Contracting Officers are delegated procurement authority to place Task Orders/Delivery Orders against this Automatic Identification Technology - 6 (AIT-6) FFP IDIQ contract. All Contracting Officers seeking to place orders against the contract shall agree to comply with the terms and conditions of the base contract.

In this decentralized contract vehicle, the Contractor will provide AIT-6 data communications, hardware, software, documentation, and incidental services to authorized Government users worldwide. The incidental services include training, warranty, and Technical Engineering Services (TES).

RFID hardware purchased under this contract will be ISO/IEC 18000-7:2014 compliant. The TES will provide turnkey solutions for integrating a user's existing Automated Identification Technology (AIT) and Passive RFID (pRFID) with the Active RFID (aRFID) technology. TES shall include those services required for AIT-6 turnkey implementation, Item Unique Identification (IUID) implementation support, equipment integration, site analysis, installation, de-installation, relocation, problem-solving, user unique training, Integrated Planning Team (IPT) support, conducting Physical Configuration Audits (PCAs)/ Functional Configuration Audits (FCAs), software development; communications, interfaces to other Government systems, equipment and systems engineering services, System Design and systems integration to include middleware integration to enterprise systems. Any cables or adapters not listed in this contract, middleware or other items and materials required for installation of Contractor-provided AIT-6 components, may be ordered through the contract in accordance with (IAW) the paragraph entitled Incidental Materials in the Performance Work Statement. Delivery of the products and performance of the services will be worldwide.

2. Lowry Solutions, Inc's proposal dated 8 July 2019 and subsequent proposal revisions dated 21 August 2019 and 8 October 2019 are hereby incorporated by reference.

3. Ordering Period. The ordering period of this AIT-6 contract includes a three (3) year (36 months) base Ordering Period, with two (2) twelve (12)-month evaluated Option Ordering Period. The ordering periods are outlined below:

Base Ordering Period: 11 November 2019 through 10 November 2022

CONTINUATION SHEET	Reference No. of Document Being Continued W52P1J-20-D-0002 PIIN/SIIN	Page 3 of 36 REPRINT MOD/AMD
Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.		

Option Period 1 (if exercised): 11 November 2022 through 10 November 2023

Option Period 2 (if exercised): 11 November 2023 through 10 November 2024

4. **Guaranteed Minimum.** The guaranteed minimum dollar value of this contract is \$25,000.00 (base plus option periods). The maximum value for the entire AIT-6 procurement inclusive of all awarded IDIQ contracts is \$48,100,712.00. There is no guarantee that the Government will order, in combination of all orders, the maximum value under this procurement. Contract award does not obligate the Government to place additional orders beyond the guaranteed minimum amount.

5. **Performance Work Statement.** Performance for this contract shall be performed IAW the "Performance Work Statement (PWS)" (Sect. J, Attachment 0001).

6. **CLIN/SLIN Structure and Pricing:** In order to ease the administrative burden presented by the contract writing software, see Section J, Attachment 0003, Lowry CLIN Structure and Pricing, for a complete listing of all items offered on the AIT-6 contract and their respective prices, CLIN type, and inspection and acceptance instructions.

7. **Special Contract Requirements.** See Section H, Special Contract Requirements.

8. **CONUS/OCONUS.** Performance of this contract can be Contiguous United States, not continental (CONUS) or Outside the Contiguous United States, not continental (OCONUS). Additional clauses required to perform OCONUS shall be added at the Task Order level.

9. **Trade Agreements Act (TAA).** This procurement is subject to the Trade Agreements Act (TAA). For the purpose of the applicability of the Trade Agreements Act, end products in this procurement are at the level of the CLIN/SLIN.

10. **Ordering.** All orders against this decentralized contract vehicle shall be issued IAW the terms and conditions in this Base Contract.

Ordering Procedures are outlined in Section J, Attachment 0002, Government Contracting Officer's Ordering Guide. In addition, this Ordering Guide for Government Contracting Officers can be found on the PD AMIS website, <https://usarmyamis.army.mil/Contracts.html>. The Contractor shall deliver hardware and software items to the destination specified in the order within 60 days after date of order for all orders. DCMA inspection must also be performed within the 60 days after date of order for all orders.

11. **Performance Reporting.** You are hereby advised that after contract award your performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Department of Defense (DoD) Contractors Performance Assessment Reporting System (CPARS) will be used to maintain the performance report(s) generated on this contract. You must register within ten (10) days of the date of award notification. Please ensure that you complete all information required on the registration form.

12. **Government Points of Contact**

Procuring Contracting Officer (PCO):

Trisha Mariman (ACC-RI)

E-mail: trisha.m.mariman.civ@mail.mil

PH: 309-782-2836

Contract Specialist:

Ashley Griffin (ACC-RI)

E-mail: ashley.l.griffin20.civ@mail.mil

PH: 309-782-5445

Contracting Officer Representative (COR):

Klaus Stroup (PD AMIS)

E-mail: klaus.b.stroup.civ@mail.mil

PH: 703-545-3056

CONTINUATION SHEET	Reference No. of Document Being Continued W52P1J-20-D-0002 PIIN/SIIN	MOD/AMD	Page 4 of 36 REPRINT
Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.			

END OF ADDENDUM TO FAR 52.212-4 - CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS

*** END OF NARRATIVE A0001 ***

In accordance with FAR 52.212-4(c), Contract Terms and Conditions-Commercial Items, the purpose of this Modification P00007 to Contract W52P1J-20-D-0002 is:

1. Section A: Supplemental Information

a) Incorporate Lowry Holding Company, Inc's Contract Change Proposal (CCP) ALO-007, to upgrade/substitute the F110 G5 (Processor: Intel 8265U) to/with the F110 G6 (Processor: Intel I135G7) on SLINS X001AA and X001CA in Attachment 0003.

2. Section J: List of Attachments

a) To update Attachment 0003, Lowry CLIN Structure and Pricing.xlsx, dated 04 November 2021.

3. Except as modified herein, all terms and conditions as set forth in Contract W52P1J-20-D-0002 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0008 ***

The purpose of modification P00008 to Contract W52P1J-20-D-0002 is to do the following:

1. In accordance with Federal Acquisition Regulation (FAR) Clause 52.212-4, Contract Terms and Conditions - Commercial Items, incorporate Lowry Holding Company, Inc.'s Contractor Change Proposal ALO008.

a. ALO008 updates and revises the part numbers associated with the following items:

CLIN Description

X001CD HHT-C Rechargeable Battery (1EA)

X001CE HHT-C Multiple (2) Battery Charger

X001CF HHT-C Single Battery Charger / Docking Station

2. Update Attachment 0003: Lowry CLIN Structure and Pricing.

3. Except as modified herein, all terms and conditions as set forth in Contract W52P1J-20-D-0002 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0009 ***

The purpose of modification P00009 to Contract W52P1J-20-D-0002 is to do the following:

1. In accordance with Federal Acquisition Regulation (FAR) Clause 52.212-4, Contract Terms and Conditions - Commercial Items, incorporate Lowry Holding Company, Inc.'s Contractor Change Proposal ALO009.

a. ALO009 updates and revises the part numbers associated with the following items:

CLIN Description

XX01AC HHT-A Holster and Shoulder Strap

XX01AD HHT-A Rechargeable Battery (1EA)

XX01AE HHT-A Multiple (2) Battery Charger

XX01AG HHT-A One pack of (1) tethered replacement styli

XX01AH HHT-A Transparent screen protector

CONTINUATION SHEET	Reference No. of Document Being Continued W52P1J-20-D-0002 PIIN/SIIN	MOD/AMD	Page 5 of 36 REPRINT
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Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

XX01AK HHT-A Detachable hand strap

XX01CC HHT-C Holster and Shoulder Strap

XX01CD HHT-C Rechargeable Battery (1EA)

XX01CE HHT-C Multiple (2) Battery Charger

XX01CG HHT-C One pack of (1) tethered replacement styli

XX01CH HHT-C Transparent screen protector

XX01CK HHT-C Detachable hand strap

2. Update Attachment 0003: Lowry CLIN Structure and Pricing.

3. Except as modified herein, all terms and conditions as set forth in Contract W52P1J-20-D-0002 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0010 ***

The purpose of modification P00010 to Contract W52P1J-20-D-0002 is to do the following:

1. In accordance with Federal Acquisition Regulation (FAR) Clause 52.212-4, Contract Terms and Conditions - Commercial Items, incorporate Lowry Holding Company, Inc.'s Contract Change Proposals (CCPs) ALO 010 and ALO 012.

a. ALO 010 substitutes, at no change in unit price:

i. LABELVIEW 2019 Pro (Perpetual) with LABELVIEW 2021 Pro (Perpetual) on SLIN XX13 AA, Bar Code Label Design and Printing Software.

b. ALO 012 substitutes, at no change in unit price:

i. Granit 1910IER-3-AIT-N with Granit 1990iXR-3-AIT-N on SLIN XX03 AA, Imager for PC Input - General Bar Code (Tethered)

ii. Granit 1911iER-3USB-5-G with Granit 1991iXR-3USB-5-G on SLIN XX03 AB, Imager for PC Input - General Bar Code (Bluetooth)

iii. Granit 1910IER-3-AIT-N with Granit 1990iXR-3-AIT-N on SLIN XX03 AC, Imager for PC Input - IUID Label Markings

2. Correct an administrative error from modification P00006 (ALO 004).

i. The Section A narrative mistakenly did not state Section 4.1.3, Separately Orderable Items for Hand Held Terminals, of Attachment 0001, Performance Work Statement (PWS), was updated via modification P00006.

3. Update Attachment 0003, Lowry CLIN Structure and Pricing.xlsx, dated 28 March 2022.

4. Except as modified herein, all terms and conditions as set forth in Contract W52P1J-20-D-0002 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0011 ***

The purpose of modification P00001 to contract W52P1J-20-D-0002 is to is to make the following changes:

1. Correct the contract expiration date in the contract writing system from 15 October 2022 to 10 November 2024.

2. Correct the Contract Action Report associated with this contract to reflect that this is a commercial contract action.

3. In accordance with Lowry's CCP ALO-001, Rev 2, dated 12 December 2019 the following part numbers for CLIN X011 are obsolete. The description changes will impact SLINS 0011AA, 1011AA and 2011AA.

a. The following description change is as follows for:

SLIN 0011AA, 1011AA, 2011AA

From:

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 6 of 36

PIIN/SIIN

W52P1J-20-D-0002

MOD/AMD

REPRINT

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

Part Number: C5J91A#BGJ

Description: HP M402dne LaserJet Pro Printer with Power Supply

Quantity: 1

To:

Part Number: W1A53A#201

Description: HP M404dn LaserJet Pro Printer with Power Supply

Quantity: 1

- b. The following description change is as follows for:

SLIN 0011AA, 1011AA, 2011AA

From:

Part Number: CF226A

Description: HP 26A LaserJet Toner Cartridge Black

Quantity: 1

To:

Part Number: CF258A

Description: HP 58A Black Original LaserJet Toner Cartridge

Quantity: 1

4. In accordance with Lowry's CCP ALO-002, Rev 1, dated 12 December 2019 the following part numbers for CLIN X001 are obsolete. The description change will impact SLINS 0001AA, 0001CA, 1001AA, 1001CA, 2001AA, and 2001CA.

- a. The following description change is as follows for:

SLIN 0001AA, 1001AA, 2001AA

From:

Part Number: FG2BLCKA4DNA

Description: F110 G4,TAA, HazLoc, ANSI, Class 1, Division 2, Groups A, B, C, & D, 11.6" Display, No Webcam, No Cameras, Intel Core i5-7200U Processor 2.5GHz, Windows 10 Pro x64, 8GB RAM,128GB SSD, Sunlight Readable LCD + TouchScreen + Hard Tip Stylus, AC Adapter & Power Cord, WiFi + BT, 1D/2D Honeywell N6603 Barcode Reader, Smart Card Reader, Low Temp -21\b0C, TPM 2.0, IP65, 3 Year Warranty

Quantity: 1

To:

Part Number: FL2BLDJA4DNA

Description: F110 G5,TAA, HazLoc, ANSI, Class 1, Division 2, Groups A, B, C, & D, 11.6" Display, No Webcam, No Cameras, Intel Core i5-8265U Quad Core Processor, Windows 10 Pro x64, 8GB RAM, 256GB SSD, Sunlight Readable LCD + TouchScreen + Hard Tip Stylus, AC Adapter & Power Cord, WiFi + BT, 1D/2D Honeywell N6603 Barcode Reader, Smart Card Reader, Low Temp -21\b0C, TPM 2.0, IP65, 3 Year Warranty

Quantity: 1

- b. The following description change is as follows for:

SLIN 0001CA, 1001CA, 2001CA

From:

Part Number: FG2BLCKA4DHA

Description: F110 G4,TAA, 11.6" Display, No Webcam, No Cameras, Intel Core i5-7200U Processor 2.5GHz, Windows 10 Pro x64, 8GB RAM, 128GB SSD, Sunlight Readable LCD + TouchScreen + Hard Tip Stylus, AC Adapter & Power Cord, WiFi + BT, 1D/2D Honeywell N6603 Barcode Reader, Smart Card Reader, Low Temp -21\b0C, TPM 2.0, IP65, 3 Year Warranty

Quantity: 1

To:

Part Number: FL2BLDJA4DHA

Description: F110 G5,TAA, 11.6" Display, No Webcam, No Cameras, Intel Core i5-8265U Quad Core Processor, Windows 10 Pro x64, 8GB RAM, 256GB SSD, Sunlight Readable LCD + TouchScreen + Hard Tip Stylus, AC Adapter & Power Cord, WiFi + BT, 1D/2D Honeywell N6603 Barcode Reader, Smart Card Reader, Low Temp -21\b0C, TPM 2.0, IP65, 3 Year Warranty

Quantity: 1

5. As a result of the changes described in paragraphs 3 & 4, incorporate revised Attachment 0003 Lowry CLIN Structure and Pricing - Rev 2.

CONTINUATION SHEET	Reference No. of Document Being Continued W52P1J-20-D-0002 PIIN/SIIN	Page 7 of 36 REPRINT MOD/AMD
Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.		

6. All other terms and conditions of contract W52P1J-20-D-0002 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0002 ***

The purpose of modification P00002 to contract W52P1J-20-D-0002 is to make the following changes:

1. Revise Section J, Attachment 0003, Lowry CLIN Structure and Pricing, to include the following language:

"SLINs 0001DA and 0001EA are presently not available for DoD customers that require an Army Gold Master Image (AGM) Windows 10 version 1809 Operating System. End users of the Mesa 2 tablet running the Army Gold Master Image (AGM) Windows 10 version 1809 have encountered frequent and recurring Microsoft BSOD (Blue Screen of Death) with DCP watchdog errors. Lowry is currently coordinating with the Mesa2 Manufacturer (Juniper Systems) to isolate and correct this incompatibility issues. Please check back at a future date for product availability."

2. As a result of the revision described in paragraph 1, incorporate revised Attachment 0003, Lowry CLIN Structure and Pricing - Rev 3.

3. All other terms and conditions of contract W52P1J-20-D-0002 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0003 ***

The purpose of modification P00003 to contract W52P1J-20-D-0002 is to make the following changes:

1. Revise Section J, Attachment 0003, Lowry CLIN Structure and Pricing, to remove the following language:

"SLINs 0001DA and 0001EA are presently not available for DoD customers that require an Army Gold Master Image (AGM) Windows 10 version 1809 Operating System. End users of the Mesa 2 tablet running the Army Gold Master Image (AGM) Windows 10 version 1809 have encountered frequent and recurring Microsoft BSOD (Blue Screen of Death) with DCP watchdog errors. Lowry is currently coordinating with the Mesa2 Manufacturer (Juniper Systems) to isolate and correct this incompatibility issues. Please check back at a future date for product availability."

2. As a result of the revision described in paragraph 1, incorporate revised Attachment 0003, Lowry CLIN Structure and Pricing - Rev 4.

3. All other terms and conditions of contract W52P1J-20-D-0002 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0004 ***

The purpose of modification P00004 to contract W52P1J-20-D-0002 is to is to make the following changes:

1. In accordance with Lowry's CCP ALO-003, Rev 1, dated 06 July 2020 the following part numbers for CLIN X003 are obsolete. The description changes will impact SLINs 0003AE, 1003AE and 2003AE. The following description change is as follows for:

SLINs 0003AE, 1003AE, 2003AE

From:

Part Number: 1980IFR-3-N

Description: Granit 1980i Scanner, 1D, 2D, FR Focus, RS232/USB/KBW, 3 Year Warranty

Quantity: 1

Unit Price: \$415.00

To:

Part Number: 1980IFR-3-AIT-N

Description: Granit 1980i Scanner, 1D, 2D, FR Focus, RS232/USB/KBW, 3 Year Warranty

Quantity: 1

Unit Price: \$415.00

2. In accordance with Lowry's CCP ALO-003, Rev 1, dated 06 July 2020 the following part numbers for CLIN X013 are obsolete. The description changes will impact SLINs 0013AA, 1013AA and 2013AA. The following description change is as follows for:

SLINs 0013AA, 1013AA, 2013AA

From:

Part Number: LV18PRO1

CONTINUATION SHEET	Reference No. of Document Being Continued W52P1J-20-D-0002 PIIN/SIIN	Page 8 of 36 REPRINT MOD/AMD
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Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

Description: LABELVIEW 2018 Pro (Perpetual)
Quantity: 1
Unit Price: \$760.00

To:
Part Number: LV19PRO1
Description: LABELVIEW 2019 Pro (Perpetual)
Quantity: 1
Unit Price: \$760.00

3. In accordance with Lowry's CCP ALO-003, Rev 1, dated 06 July 2020 the following product offering is now available for CLIN X001. The changes will impact SLINs 0001BC, 1001BC and 2001BC. The following changes are as follows for:

SLINs 0001BC, 1001BC, 2001BC

From:
Part Number: N/A
Description: N/A
Quantity: 1
Unit Price: N/A

To:
Part Number: GMS2X2
Description: Shoulder Strap, 2-point
Quantity: 1
Unit Price: \$53.00

4. Correct an administrative error in Attachment 0003 Lowry CLIN Structure and Pricing, which incorrectly refers to SLINs X001BC as "HHT-B Detachable Handle and Trigger (if available)." The correct description is "HHT-B Holster and Shoulder Strap."

5. As a result of the changes described in paragraphs 1 through 4, incorporate revised Attachment 0003 Lowry CLIN Structure and Pricing - Rev 5.

6. As a result of the changes described above, the total dollar value of Contract Number W52P1J-20-D-0002 remains unchanged.

7. All other terms and conditions of contract W52P1J-20-D-0002 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0005 ***

The purpose of modification P00005 to contract W52P1J-20-D-0002 is to do the following:

1. As a result of interim FAR rule 2019-009, published on July 14, 2020, and effective on August 13, 2020, and in accordance with FAR 52.212-4, Contract Terms and Conditions, this modification incorporates updated FAR clause 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Order Commercial Item (August 2020). Note the FAR clause 52.212-5, was previously incorporated into this contract and is hereby updated to implement FAR 52.204-25 Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act.

2. All other terms and conditions remain the same.

*** END OF NARRATIVE A0006 ***

The purpose of modification P00006 to Contract W52P1J-20-D-0002 is to do the following:

1. In accordance with Federal Acquisition Regulation (FAR) Clause 52.212-4, Contract Terms and Conditions - Commercial Items, incorporate Lowry Holding Companies Contractor Change Proposals ALO004, ALO005 and ALO006.

a. ALO004 adds the following handheld terminals and associated accessories to the Contract Line Item Number (CLIN) Price List:

CLIN	Description
X001FA	Hand-Held Barcode Terminal F (HHT-FA)
X001FB	HHT-F or HHT-G warranty upgrade to add 2 year (total 5 year warranty)
X001FC	HHT-F or HHT-G Pistol Grip

CONTINUATION SHEET**Reference No. of Document Being Continued**

W52P1J-20-D-0002

Page 9 of 36**PIIN/SIIN****MOD/AMD**

REPRINT

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

X001FD HHT-F or HHT-G Holster & Shoulder Strap (Compatible w/o Pistol Grip)
X001FE HHT-F or HHT-G Holster & Shoulder Strap (Compatible WITH Pistol Grip)
X001FF HHT-F or HHT-G Rechargeable Battery (1EA)
X001FG HHT-F or HHT-G Multiple (2) Battery Charger
X001FH HHT-F or HHT-G Single Battery Charger / Docking Station (w/o Pistol Grip)
X001FJ HHT-F or HHT-G Single Battery Charger / Docking Station (with Pistol Grip)
X001FK HHT-F or HHT-G One Pack of (1) Tethered Replacement Styli
X001FM HHT-F or HHT-G Transparent Screen Protector
X001FN HHT-F or HHT-G Detachable Hand Strap
X001FP HHT-F or HHT-G Portable Printer Interface Connection and Cable
X001GA Hand-Held Terminal-G (HHT-G) Small Display, Integrated Imager, Full Alphanumeric Keypad Capability, and NI Certified

b. ALO005 replaces the below Mesa 2 equipment and accessories with upgraded Mesa 3 equipment and compatible accessories:

CLIN	Description
X001DA	Hand Held Barcode Terminal D (HHT-D) Small Display, Integrated Imager, Full Alphanumeric Keypad Capability and NI Certified
X001DD	HHT-D Rechargeable Battery
X001DE	HHT-D Multiple (2) Battery Charger
X001DF	HHT-D Single Battery Charger / Docking Station
X001DG	HHT-D One Pack of (1) Tethered Replacement Styli
X001EA	Hand Held Barcode Terminal E (HHT-E) Small Display, Integrated Imager, Full Alphanumeric Keypad Capability, NI Certified, and Pistol Grip
X001EC	HHT-E Holster and Shoulder Strap
X001ED	HHT-E Rechargeable Battery
X001EE	HHT-E Multiple (2) Battery Charger
X001EF	HHT-E Single Battery Charger / Docking Station
X001EG	HHT-E One Pack of (1) Tethered Replacement Styli

c. ALO006 updates and revises the part numbers associated with the following items:

CLIN	Description
X001AD	HHT-A Rechargeable Battery (1EA)
X001AE	HHT-A Multiple (2) Battery Charger
X001AF	HHT-A Single Battery Charger / Docking Station
X001BA	Hand Held Barcode Terminal B (HHT-B) Small Display, Integrated Imager, and Full Alphanumeric Keypad Capability
X001BD	HHT-B Rechargeable Battery (1EA)
X001BE	HHT-B Multiple (2) Battery Charger
X001BF	HHT-B Single Battery Charger / Docking Station

2. Update Attachment 0001 Performance Work Statement. Paragraphs 4.1.9 and 4.1.10 are added to the PWS to incorporate the additional HHTs. Paragraph 3.4.3 is hereby updated to include additional language related to Hazards of Electromagnetic Radiation to Ordinance (HERO) testing.

3. Update Attachment 0003: Lowry CLIN Structure and Pricing, which shows the additional and substituted CLINs, associated prices and description details highlighted in red.

4. Except as modified herein, all terms and conditions as set forth in Contract W52P1J-20-D-0002 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0007 ***

CONTINUATION SHEET**Reference No. of Document Being Continued**

PIIN/SIIN

W52P1J-20-D-0002

MOD/AMD

Page 10 of 36
REPRINT**Name of Offeror or Contractor:** LOWRY HOLDING COMPANY, INC.

SUPPLIES OR SERVICES AND PRICES/COSTS

SUMMARY OF CLIN STRUCTURE IS AS FOLLOWS:

In order to ease the administrative burden presented by the contract writing software, see Section J, Attachment 0003, Lowry CLIN Structure and Pricing, for a complete listing of all items offered on the AIT-6 contract and their respective prices, CLIN type, and inspection and acceptance instructions.

BASE CLINS - YEARS 1-3

HARDWARE:

0001 Hand Held Barcode Reader
0003 Barcode Imagers for PC Input
0005 Barcode Printers
0007 IUID Marking Equipment and Verifiers
0009 Wireless Radio Frequency Data Communications
0011 Transit Cases and Transit Case Configuration

SOFTWARE:

0013 Software

DELIVERY:

0015 Expedited Delivery for Hardware and Software

LABOR:

0017 Technical Engineering Services (TES)

OTHER DIRECT COSTS:

0021 Incidental Materials (as it relates to TES)
0023 Contract Manpower Reporting (CMR)/Not Separately Priced (NSP)/Army Services Requirement
0027 Travel and Per Diem (as it relates to TES)

OPTION PERIOD CLINS - Option Period 1 (IF EXERCISED)

HARDWARE:

1001 Hand Held Barcode Reader
1003 Barcode Imagers for PC Input
1005 Barcode Printers
1007 IUID Marking Equipment and Verifiers
1009 Wireless Radio Frequency Data Communications
1011 Transit Cases and Transit Case Configuration

SOFTWARE:

1013 Software

DELIVERY:

1015 Expedited Delivery for Hardware and Software

LABOR:

1017 Technical Engineering Services (TES)

OTHER DIRECT COSTS:

1021 Incidental Materials (as it relates to TES)
1023 Contract Manpower Reporting (CMR)/Not Separately Priced (NSP)/Army Services Requirement
1027 Travel and Per Diem (as it relates to TES)

OPTION PERIOD CLINS - Option Period 2 (IF EXERCISED)

HARDWARE:

2001 Hand Held Barcode Reader
2003 Barcode Imagers for PC Input
2005 Barcode Printers
2007 IUID Marking Equipment and Verifiers
2009 Wireless Radio Frequency Data Communications

CONTINUATION SHEET**Reference No. of Document Being Continued****PIIN/SIIN**

W52P1J-20-D-0002

MOD/AMD**Page 11 of 36**

REPRINT

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

2011 Transit Cases and Transit Case Configuration

SOFTWARE:

2013 Software

DELIVERY:

2015 Expedited Delivery for Hardware and Software

LABOR:

2017 Technical Engineering Services (TES)

OTHER DIRECT COSTS:

2021 Incidental Materials (as it relates to TES)

2023 Contract Manpower Reporting (CMR)/Not Separately Priced (NSP)/Army Services Requirement

2027 Travel and Per Diem (as it relates to TES)

*** END OF NARRATIVE B0002 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
W52P1J-20-D-0002
PIIN/SIIN MOD/AMD

Page 12 of 36
REPRINT

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p><u>HANDHELD BARCODE TERMINAL</u></p> <p>COMMODITY NAME: HANDHELD BARCODE TERMINAL PSC: 5895 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>See Section J, Attachment 0003, CLIN Structure and Pricing, for a complete listing of all items offered on the AIT-6 contract and respective prices.</p> <p>(End of narrative A001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>			\$ ** N/A **	

CONTINUATION SHEET	Reference No. of Document Being Continued W52P1J-20-D-0002 PIIN/SIIN MOD/AMD	Page 13 of 36 REPRINT
---------------------------	---	---------------------------------

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

PERFORMANCE WORK STATEMENT

The Automatic Identification Technology-6 (AIT-6) "Performance Work Statement (PWS)" can be found in Section J, Attachment 0001.

*** END OF NARRATIVE C0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued W52P1J-20-D-0002 PIIN/SIIN	MOD/AMD	Page 14 of 36 REPRINT
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Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

Addendum to FAR 52.212-4, Contract Terms and Conditions Commercial Items

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

<u>CLAUSE</u>	<u>TITLE</u>
52.246-15	CERTIFICATE OF CONFORMANCE (APR/1984)
52.246-16	RESPONSIBILITY FOR SUPPLIES (APR/1984)

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 re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance 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 ordering contracting officer may waive the requirement for inspection and acceptance at origin.

For delivery orders against this contract that contain only supplies, representatives of the Defense Contract Management Agency (DCMA) shall perform inspection and acceptance of the supplies at origin. The DCMA Contract Administration Services (CAS) directory can be found at <http://www.dcma.mil>. The CAS directory also identifies the DFAS payment office that is associated with the DCMA.

For all other orders against this contract, the using activity representative as stated on each Delivery Order, Task Order, or Governmentwide commercial purchase card Task/Delivery Order shall perform inspection and acceptance of all the items contained on the order.

*** END OF NARRATIVE E0001 ***

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
2	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	MAR/2016

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

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

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

"Government's unit acquisition cost" means

(1) For fixed-price type line, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subtitle, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 16 of 36

PIIN/SIIN

W52P1J-20-D-0002

MOD/AMD

REPRINT

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459 .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
CLIN 0007 and associated SLINs	IUID Marking Equipment and Verifiers

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
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CONTINUATION SHEET**Reference No. of Document Being Continued**

PIIN/SIIN

W52P1J-20-D-0002

MOD/AMD

Page 17 of 36

REPRINT

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

CLIN 0001 and associated SLINs	Handheld Barcode Reader
CLIN 0003 and associated SLINs	Barcode Imagers for PC Input
CLIN 0005 and associated SLINs	Barcode Printers
CLIN 0009 and associated SLINs	Wireless Radio Frequency Data Communications
CLIN 0011 and associated SLINs	Transit Cases and Transit Case Configuration

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number -5-.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number -6-.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

U.S. Military Property, latest version;

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

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

(ii) The issuing agency code--

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

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

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

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

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

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

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

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

(11) Description.

** Once per item.

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

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

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

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

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

(iii) Via WAWF as a deliverable attachment for exhibit line item number -7-, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

CONTINUATION SHEET**Reference No. of Document Being Continued**

PIIN/SIIN

W52P1J-20-D-0002

MOD/AMD

Page 20 of 36

REPRINT

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	DEC/2018
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(a) Definitions. As used in this clause--

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

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

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

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

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

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

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

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

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items--

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Combo Invoice/Receiving Report

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice 2-in-1

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some Combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in

CONTINUATION SHEET**Reference No. of Document Being Continued**

PIIN/SIIN

W52P1J-20-D-0002

MOD/AMD

Page 21 of 36

REPRINT

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	Determined at Delivery/Task Order
Issue By DoDAAC	Determined at Delivery/Task Order
Admin DoDAAC	Determined at Delivery/Task Order
Inspect By DoDAAC	Determined at Delivery/Task Order
Ship To Code	Determined at Delivery/Task Order
Ship From Code	Determined at Delivery/Task Order
Mark For Code	Determined at Delivery/Task Order
Service Approver (DoDAAC)	Determined at Delivery/Task Order
Service Acceptor (DoDAAC)	Determined at Delivery/Task Order
Accept at Other DoDAAC	Determined at Delivery/Task Order
LPO DoDAAC	Determined at Delivery/Task Order
DCAA Auditor DoDAAC	Determined at Delivery/Task Order
Other DoDAAC(s)	Determined at Delivery/Task Order

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

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

**To be Determined at award of each Task or Delivery Order

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

CONTINUATION SHEET**Reference No. of Document Being Continued**

PIIN/SIIN

W52P1J-20-D-0002

MOD/AMD

Page 22 of 36

REPRINT

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

SPECIAL CONTRACT REQUIREMENTS

SECTION H-1

GOVERNMENT CONTRACTORS USE OF CONTRACT

1. If it is in the Government's interest, and if supplies or services required in the performance of a Government contract are available under this contract, Government Ordering Contracting Officers may authorize Contractors to order items or services from the contract under the authority and procedures set out in FAR Part 51, including placing limitations on the orders (51.102(e)(4)).
2. Title to all property acquired by a Government Contractor under such an authorization shall vest in the Government unless otherwise specified in the Government Contractor's contract. Such property shall not be considered to be "Government-Furnished Property" (GFP), as distinguished from "Government Property". The provisions of the clause entitled "52.245-1 Government Property" shall apply to all property acquired under such authorization. Authorized ordering Contractors may use their standard commercial ordering formats to place orders under this contract and the orders shall reference the Contract Number.
3. Contractors ordering items or services from the contract shall comply with the requirements set forth in the reference tool posted on the PL AMIS website titled, "Government Contracting Officer's Ordering Guide".

*** END OF NARRATIVE H0001 ***

SECTION H-2

NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST AT THE TASK ORDER LEVEL

Due to the work to be performed under this Contract the Contractor is required to submit signed non-disclosure forms for all personnel working under this Contract.

Organizational Conflicts of interest. Per FAR 9.5, organizational conflicts of interest may result when factors create an actual or potential conflict of interest on a contract, or when the nature of the work to be performed on the contract creates an actual or potential conflict of interest on a future acquisition. In this procurement, the Army has particular concerns that any proposal received from an Offeror which would have the potential to perform services on any implementation contract to which that Offeror is organizationally connected, is likely to result in an impermissible Impaired Objectivity, Unequal Access to Information or Biased Ground Rules OCI (one or more), and thus be ineligible for award under FAR 9.5. Therefore, with respect to this Contract and subsequent Task Orders, the contractor agrees that, in consideration of the award of this contract, the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity with which it is or becomes affiliated by common ownership or with or into which it merges, or any successor or assignee of the contractor, shall not provide services as a prime, sub-Contractor or consultant under any systems integrator contracts that are as a result of work performed for current or future Task Orders under the AIT-6 contracts. The contractor shall include this requirement in subcontracts at all tiers. The contractor agrees that this restraint shall extend throughout this contract/task order period of performance, including any exercised options. The contractor agrees and acknowledges that compliance with this restraint at all tiers is a material requirement of this task order and the contract IAW FAR 9.505-1.

The Contractor agrees that it will include the above provisions, including this paragraph, in agreements with teaming partners, consultants or sub-Contractors at any tier which involve access to information covered above. The use of this clause in such agreements shall be read by substituting the word "teaming partner," "consultant," or "subcontractor" for the word "Contractor" whenever the latter appears.

MULTIPLE AWARDS AT THE DELIVERY OR TASK ORDER LEVEL

At the discretion of the ordering Contracting Officer, the Government reserves the right to award delivery or task orders to more than one offeror when it is beneficial to the Government.

*** END OF NARRATIVE H0002 ***

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.202-1	DEFINITIONS	NOV/2013
2	52.203-3	GRATUITIES	APR/1984
3	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
4	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
5	52.204-2	SECURITY REQUIREMENTS	AUG/1996
6	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
7	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
8	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL/2016
9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
10	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	OCT/2018
11	52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT/1997
12	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
13	52.222-41	SERVICE CONTRACT LABOR STANDARDS	AUG/2018
14	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
15	52.232-11	EXTRAS	APR/1984
16	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	OCT/2018
17	52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY/1999
18	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
19	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
20	52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG/1996
21	52.242-13	BANKRUPTCY	JUL/1995
22	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG/2019
23	52.245-1	GOVERNMENT PROPERTY	JAN/2017
24	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
25	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
26	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
27	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	AUG/2019
28	252.204-7000	DISCLOSURE OF INFORMATION	OCT/2016
29	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
30	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	OCT/2016
31	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
32	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
33	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAY/2019
34	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)--BASIC	MAY/2019
35	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
36	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC	DEC/2017
37	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2017
38	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC/2017
39	252.225-7021	TRADE AGREEMENTS--BASIC	SEP/2019
40	252.225-7040	CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES	OCT/2015
41	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
42	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	APR/2019
43	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
44	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 24 of 36

PIIN/SIIN

W52P1J-20-D-0002

MOD/AMD

REPRINT

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
45	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
46	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2016
47	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/2016
48	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
49	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
50	252.232-7011	PAYMENTS IN SUPPORT OF EMERGENCIES AND CONTINGENCY OPERATIONS	MAY/2013
51	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
52	252.239-7000	PROTECTION AGAINST COMPROMISING EMANATIONS	JUN/2004
53	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
54	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
55	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
56	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
57	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
58	252.246-7006	WARRANTY TRACKING OF SERIALIZED ITEMS	MAR/2016
59	252.246-7008	SOURCES OF ELECTRONIC PARTS	MAY/2018
60	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	FEB/2019
61	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	AUG/2020

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

x (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).

x (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

___ (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 (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

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

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

x (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 2020) (31 U.S.C. 6101 note).

CONTINUATION SHEET**Reference No. of Document Being Continued**

PIIN/SIIN

W52P1J-20-D-0002

MOD/AMD

Page 25 of 36

REPRINT

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- (10) [Reserved]
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).
- (ii) Alternate I (MAR 2020) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (MAR 2020) of 52.219-4.
- (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).
- (ii) Alternate I (MAR 2020) of 52.219-6.
- (iii) Alternate II (Nov 2011) of 52.219-6.
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020)(15 U.S.C. 644).
- (ii) Alternate I (MAR 2020) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Jun 2020) of 52.219-9.
- (v) Alternate IV (Jun 2020) of 52.219-9.
- (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- (ii) Alternate I (Mar 2020) of 52.219-13.
- (19) 52.219-14, Limitations on Subcontracting (MAR 2020)(15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020)(15 U.S.C. 657 f)
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2020)(15 U.S.C. 632(a)(2)).
- (i) Alternate I (MAY 2020) of 52.219-28.
- (23) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).
- (24) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (MAR 2020) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).
- (27) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

CONTINUATION SHEET**Reference No. of Document Being Continued**

PIIN/SIIN

W52P1J-20-D-0002

MOD/AMD

Page 26 of 36

REPRINT

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

- _x_ (28) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- _x_ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- _x_ (30)(i) 52.222-26, Equal Opportunity (Sep 2016)(E.O. 11246).
- ___ (ii) Alternate I (Feb 1999) of 52.222-26.
- _x_ (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).
- ___ (ii) Alternate I (July 2014) of 52.222-35.
- _x_ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C. 793).
- ___ (ii) Alternate I (July 2014) of 52.222-36.
- _x_ (33) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jun 2020)(38 U.S.C. 4212).
- _x_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- _x_ (35)(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (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.)
- ___ (37)(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.)
- ___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).
- ___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).
- ___ (40)(i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (41)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- _x_ (43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- _x_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ___ (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).
- ___ (46) 52.223-21, Foams (June, 2016) (E.O. 13693).
- ___ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (JAN 2017) of 52.224-3.
- ___ (48) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ___ (49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

CONTINUATION SHEET**Reference No. of Document Being Continued**

PIIN/SIIN

W52P1J-20-D-0002

MOD/AMD

Page 27 of 36

REPRINT

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

- (ii) Alternate I (MAY 2014) of 52.225-3.
- (iii) Alternate II (MAY 2014) of 52.225-3.
- (iv) Alternate III (MAY 2014) of 52.225-3.
- (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 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).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).
- (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).
- (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (58) 52.232-33, Payment by Electronic Funds Transfer -- System for Award Management (Oct 2018)(31 U.S.C. 3332).
- (59) 52.232-34, Payment by Electronic Funds Transfer -- Other Than System for Award Management (Jul 2013)(31 U.S.C. 3332).
- (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (61) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).
- (63)(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.
- (iii) Alternate II (Feb 2006) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).
- (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658).
- (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(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, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

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

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. 7104(g)).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. 7104(g)).

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued W52P1J-20-D-0002 PIIN/SIIN	MOD/AMD	Page 29 of 36 REPRINT
---------------------------	--	----------------	---------------------------------

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658).

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

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

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

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 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)

62 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00 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 \$5,000,000.00;

(2) Any order for a combination of items in excess of \$5,000,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

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

(End of Clause)

63 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the 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 and 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 or in the Schedule, there is no limit on the number of

CONTINUATION SHEET	Reference No. of Document Being Continued W52P1J-20-D-0002 PIIN/SIIN	Page 30 of 36 REPRINT MOD/AMD
---------------------------	--	---

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

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 contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 45 days for supplies and 12 months for TES after expiration of the contract term.

(End of Clause)

64 52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019)--ALTERNATE I (SEP SEP/2019
2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

Kevin Larkin
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(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order:

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

65 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor anytime during the life of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 five years.

(End of Clause)

66 252.216-7006 ORDERING SEP/2019

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the

CONTINUATION SHEET	Reference No. of Document Being Continued W52P1J-20-D-0002 PIIN/SIIN	MOD/AMD	Page 31 of 36 REPRINT
---------------------------	--	----------------	---------------------------------

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

individuals or activities designated in the contract schedule. Such orders may be issued from the time of the base contract award through the expiration of the base contract.

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

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Data Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

67 252.217-7027 CONTRACT DEFINITIZATION DEC/2012

(a) An indefinite delivery indefinite quantity contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a firm-fixed price proposal.

(b) The schedule for definitizing this contract action is as follows:

Forecasted award date: 09 August 2019

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officers determination of price or fee, the contract shall be governed by

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officers determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated firm-fixed price in no event to exceed \$48,100,712.00.

(End of clause)

68 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES JUN/2015

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

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued W52P1J-20-D-0002 PIIN/SIIN	MOD/AMD	Page 32 of 36 REPRINT
Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.			

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832.

(End of clause)

69 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS DEC/2014
The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

70 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION 2019-00003) DEC/2018

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

"HUBZone small business concern" means a small business concern, certified by the Small Business Administration (SBA), that appears on the List of Qualified HUBZone Small Business Concerns maintained by the SBA (13 CFR 126.103).

"Similarly situated entity" means a first-tier subcontractor, including an independent contractor, that has the same small business program status as that which qualified the prime contractor for the award; as is considered small for the NAICS code the prime contractor assigned to the subcontract the subcontractor will perform. An example of a similarly situated entity is a first-tier subcontractor that is a HUBZone small business concern for a HUBZone set-aside or sole source award under the HUBZone Program.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the

CONTINUATION SHEET	Reference No. of Document Being Continued W52P1J-20-D-0002 PIIN/SIIN MOD/AMD	Page 33 of 36 REPRINT
Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.		

offeror has waived the evaluation preference.

____ Offeror elects to waive the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Agreement. By submission of an offer and execution of a contract, a HUBZone small business concern agrees that, in the case of a contract for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 75 percent subcontract amount that cannot be exceeded.

(f) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable requirements specified in paragraph (d) of this clause.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

71 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert None)	
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting

CONTINUATION SHEET	Reference No. of Document Being Continued W52P1J-20-D-0002 PIIN/SIIN	MOD/AMD	Page 34 of 36 REPRINT
Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.			

Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

72 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DoD Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

73 252.239-7018 SUPPLY CHAIN RISK (DEVIATION 2018-00020) SEP/2018

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

"Information technology" (see 40 U.S.C 11101(6)) means, in lieu of the definition at FAR 2.1, any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.

(1) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that requires

(i) Its use; or

(ii) To a significant extent, its use in the performance of a service or the furnishing of a product.

(2) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

(3) The term "information technology" does not include any equipment acquired by a contractor incidental to a contract.

"Supply chain risk," means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a covered system so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of such system (see 10 U.S.C. 2339a).

CONTINUATION SHEET	Reference No. of Document Being Continued W52P1J-20-D-0002 PIIN/SIIN MOD/AMD	Page 35 of 36 REPRINT
Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.		

(b) The Contractor shall mitigate supply chain risk in the provision of supplies and services to the Government.

(c) In order to manage supply chain risk, the Government may use the authorities provided by 10 U.S.C. 2339a. In exercising these authorities, the Government may consider information, public and non-public, including all-source intelligence, relating to a Contractors supply chain.

(d) If the Government exercises the authority provided in 10 U.S.C. 2339a to limit disclosure of information, no action undertaken by the Government under such authority shall be subject to review in a bid protest before the Government Accountability Office or in any Federal court.

(End of clause)

CONTINUATION SHEET**Reference No. of Document Being Continued**

PIIN/SIIN

W52P1J-20-D-0002

MOD/AMD

Page 36 of 36

REPRINT

Name of Offeror or Contractor: LOWRY HOLDING COMPANY, INC.

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL)	28-MAY-2019	008	
Attachment 0001	PERFORMANCE WORK STATEMENT (PWS)	12-AUG-2021	082	
Attachment 0002	GOVERNMENT CONTRACTING OFFICER'S ORDERING GUIDE	29-OCT-2019		
Attachment 0003	LOWRY CLIN STRUCTURE AND PRICING	28-MAR-2022	001	EMAIL

PIIN/SIIN W52P1J-20-D-0002

MOD/AMD

SECTION F - DELIVERIES OR PERFORMANCE

ADDED	FF00001	52.211-17	01-SEP-1989	DELIVERY OF EXCESS QUANTITIES
AUTO/CHANGE	FA60001	252.211-7003	01-MAR-2016	ITEM UNIQUE IDENTIFICATION AND VALUATION

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

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

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

"Government's unit acquisition cost" means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

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

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

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

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

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

PIIN/SIIN W52P1J-20-D-0002

MOD/AMD

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
CLIN 0007 and associated SLINs	IUID Marking Equipment and Verifiers

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
CLIN 0001 and associated SLINs	Handheld Barcode Reader
CLIN 0003 and associated SLINs	Barcode Imagers for PC Input
CLIN 0005 and associated SLINs	Barcode Printers
CLIN 0009 and associated SLINs	Wireless Radio Frequency Data Communications
CLIN 0011 and associated SLINs	Transit Cases and Transit Case Configuration

PIIN/SIIN W52P1J-20-D-0002

MOD/AMD

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number -5-.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number -6-.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

PIIN/SIIN W52P1J-20-D-0002

MOD/AMD

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

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

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

PIIN/SIIN W52P1J-20-D-0002

MOD/AMD

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

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

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

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

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

(iii) Via WAWF as a deliverable attachment for exhibit line item number -7-, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

AUTO/CHANGE GA60003 252.232-7006 01-DEC-2018 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS

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

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

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

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

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

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

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

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

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

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

PIIN/SIIN W52P1J-20-D-0002

MOD/AMD

(ii) For fixed price line items--

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Combo Invoice/Receiving Report

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice 2-in-1

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some Combinations of invoice and receiving report in one step.]

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	Determined at Delivery/Task Order
Issue By DoDAAC	Determined at Delivery/Task Order
Admin DoDAAC	Determined at Delivery/Task Order
Inspect By DoDAAC	Determined at Delivery/Task Order
Ship To Code	Determined at Delivery/Task Order
Ship From Code	Determined at Delivery/Task Order
Mark For Code	Determined at Delivery/Task Order
Service Approver (DoDAAC)	Determined at Delivery/Task Order
Service Acceptor (DoDAAC)	Determined at Delivery/Task Order
Accept at Other DoDAAC	Determined at Delivery/Task Order
LPO DoDAAC	Determined at Delivery/Task Order
DCAA Auditor DoDAAC	Determined at Delivery/Task Order
Other DoDAAC(s)	Determined at Delivery/Task Order

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

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

**To be Determined at award of each Task or Delivery Order

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

PIIN/SIIN W52P1J-20-D-0002

MOD/AMD

ADDED	IF00359	52.202-1	01-NOV-2013	DEFINITIONS
ADDED/PUSH	IF00002	52.203-3	01-APR-1984	GRATUITIES
ADDED	IF00009	52.203-12	01-OCT-2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	IF00430	52.203-19	01-JAN-2017	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS
ADDED	IF00010	52.204-2	01-AUG-1996	SECURITY REQUIREMENTS
ADDED	IF00013	52.204-4	01-MAY-2011	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER
AUTO	IF00409	52.204-13	01-OCT-2018	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
ADDED	IF00419	52.204-18	01-JUL-2016	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE
AUTO/DEL	IF00435	52.204-23	01-JUL-2018	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
ADDED	IF00026	52.211-15	01-APR-2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
ADDED/PUSH	IF00028	52.212-4	01-OCT-2018	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
ADDED	IF00068	52.217-2	01-OCT-1997	CANCELLATION UNDER MULTI-YEAR CONTRACTS
ADDED/PUSH	IF00395	52.222-40	01-DEC-2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
ADDED/PUSH	IF00113	52.222-41	01-AUG-2018	SERVICE CONTRACT LABOR STANDARDS
ADDED/PUSH	IF00133	52.225-13	01-JUN-2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
ADDED	IF00178	52.232-11	01-APR-1984	EXTRAS
ADDED/PUSH	IF00191	52.232-33	01-OCT-2018	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT
ADDED	IF00193	52.232-37	01-MAY-1999	MULTIPLE PAYMENT ARRANGEMENTS
AUTO	IF00411	52.232-39	01-JUN-2013	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS
AUTO	IF00414	52.232-40	01-DEC-2013	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS
ADDED/PUSH	IF00226	52.239-1	01-AUG-1996	PRIVACY OR SECURITY SAFEGUARDS
ADDED	IF00235	52.242-13	01-JUL-1995	BANKRUPTCY
AUTO	IF00255	52.244-6	01-AUG-2019	SUBCONTRACTS FOR COMMERCIAL ITEMS
ADDED	IF00391	52.245-1	01-JAN-2017	GOVERNMENT PROPERTY
ADDED	IA00001	252.201-7000	01-DEC-1991	CONTRACTING OFFICER'S REPRESENTATIVE
ADDED/PUSH	IA00285	252.203-7000	01-SEP-2011	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS
ADDED	IA00287	252.203-7002	01-SEP-2013	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
ADDED/PUSH	IA00302	252.203-7003	01-AUG-2019	AGENCY OFFICE OF THE INSPECTOR GENERAL
ADDED	IA00268	252.204-7000	01-OCT-2016	DISCLOSURE OF INFORMATION
ADDED	IA00269	252.204-7003	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
AUTO	IA00354	252.204-7012	01-OCT-2016	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING

PIIN/SIIN W52P1J-20-D-0002

MOD/AMD

AUTO	IA00339	252.204-7015	01-MAY-2016	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT
ADDED/PUSH	IA00010	252.205-7000	01-DEC-1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
ADDED	IA00011	252.209-7004	01-MAY-2019	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY
ADDED	IA00361	252.219-7003	01-MAY-2019	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)--BASIC
ADDED	IA00320	252.223-7008	01-JUN-2013	PROHIBITION OF HEXAVALENT CHROMIUM
ADDED/PUSH	IA00046	252.225-7001	01-DEC-2017	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC
ADDED/PUSH	IA00047	252.225-7002	01-DEC-2017	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
ADDED/PUSH	IA00052	252.225-7012	01-DEC-2017	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
ADDED/PUSH	IA00059	252.225-7021	01-SEP-2019	TRADE AGREEMENTS--BASIC
ADDED/PUSH	IA00342	252.225-7040	01-OCT-2015	CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES
AUTO	IA00333	252.225-7048	01-JUN-2013	EXPORT-CONTROLLED ITEMS
ADDED/PUSH	IA00072	252.226-7001	01-APR-2019	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS
ADDED/PUSH	IA00076	252.227-7013	01-FEB-2014	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS
ADDED	IA00078	252.227-7014	01-FEB-2014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION
ADDED/PUSH	IA00080	252.227-7015	01-FEB-2014	TECHNICAL DATA--COMMERCIAL ITEMS
ADDED	IA00084	252.227-7019	01-SEP-2016	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE
ADDED/PUSH	IA00096	252.227-7037	01-SEP-2016	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
AUTO	IA00115	252.232-7003	01-DEC-2018	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
ADDED/PUSH	IA00272	252.232-7010	01-DEC-2006	LEVIES ON CONTRACT PAYMENTS
ADDED/PUSH	IA00296	252.232-7011	01-MAY-2013	PAYMENTS IN SUPPORT OF EMERGENCIES AND CONTINGENCY OPERATIONS
ADDED/PUSH	IA00308	252.237-7010	01-JUN-2013	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL
ADDED	IA00132	252.239-7000	01-JUN-2004	PROTECTION AGAINST COMPROMISING EMANATIONS
ADDED	IA00277	252.239-7001	01-JAN-2008	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION
ADDED	IA00147	252.243-7001	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
ADDED/PUSH	IA00148	252.243-7002	01-DEC-2012	REQUESTS FOR EQUITABLE ADJUSTMENT
AUTO	IA00149	252.244-7000	01-JUN-2013	SUBCONTRACTS FOR COMMERCIAL ITEMS
ADDED/PUSH	IA00273	252.246-7003	01-JUN-2013	NOTIFICATION OF POTENTIAL SAFETY ISSUES
ADDED	IA00356	252.246-7006	01-MAR-2016	WARRANTY TRACKING OF SERIALIZED ITEMS
ADDED	IA00357	252.246-7008	01-MAY-2018	SOURCES OF ELECTRONIC PARTS
ADDED/PUSH	IA00157	252.247-7023	01-FEB-2019	TRANSPORTATION OF SUPPLIES BY SEA--BASIC
AUTO/CHANGE	IF60010	52.212-5	01-AUG-2020	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR

PIIN/SIIN W52P1J-20-D-0002

MOD/AMD

EXECUTIVE ORDERS--COMMERCIAL ITEMS

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved].

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

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

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 2020) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved]

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

(ii) Alternate I (MAR 2020) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (MAR 2020) of 52.219-4.

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.

PIIN/SIIN W52P1J-20-D-0002

MOD/AMD

- ___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020)(15 U.S.C. 644).
- ___ (ii) Alternate I (MAR 2020) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Nov 2016) of 52.219-9.
- _x_ (iii) Alternate II (Nov 2016) of 52.219-9.
- ___ (iv) Alternate III (Jun 2020) of 52.219-9.
- ___ (v) Alternate IV (Jun 2020) of 52.219-9.
- ___ (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ___ (ii) Alternate I (Mar 2020) of 52.219-13.
- ___ (19) 52.219-14, Limitations on Subcontracting (MAR 2020)(15 U.S.C. 637(a)(14)).
- _x_ (20) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020)(15 U.S.C. 657 f)
- _x_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2020)(15 U.S.C. 632(a)(2)).
- ___ (i) Alternate I (MAY 2020) of 52.219-28.
- ___ (23) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (MAR 2020) (15 U.S.C. 637(m)).
- ___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ___ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).
- _x_ (27) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- _x_ (28) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- _x_ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- _x_ (30)(i) 52.222-26, Equal Opportunity (Sep 2016)(E.O. 11246).
- ___ (ii) Alternate I (Feb 1999) of 52.222-26.
- _x_ (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).
- ___ (ii) Alternate I (July 2014) of 52.222-35.
- _x_ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C. 793).
- ___ (ii) Alternate I (July 2014) of 52.222-36.
- _x_ (33) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jun 2020)(38 U.S.C. 4212).
- _x_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

PIIN/SIIN W52P1J-20-D-0002

MOD/AMD

- (35)(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (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.)
- (37)(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.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).
- (40)(i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (41)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- (43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).
- (46) 52.223-21, Foams (June, 2016) (E.O. 13693).
- (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (48) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (MAY 2014) of 52.225-3.
- (iii) Alternate II (MAY 2014) of 52.225-3.
- (iv) Alternate III (MAY 2014) of 52.225-3.
- (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 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).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).
- (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).
- (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

PIIN/SIIN W52P1J-20-D-0002

MOD/AMD

- ___ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (58) 52.232-33, Payment by Electronic Funds Transfer -- System for Award Management (Oct 2018)(31 U.S.C. 3332).
- ___ (59) 52.232-34, Payment by Electronic Funds Transfer -- Other Than System for Award Management (Jul 2013)(31 U.S.C. 3332).
- _x_ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- _x_ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- _x_ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).
- ___ (63)(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.
- ___(iii) Alternate II (Feb 2006) 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:

- _x_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).
- ___ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658).
- ___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- ___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(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, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not

PIIN/SIIN W52P1J-20-D-0002

MOD/AMD

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 (Jun 2020) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020)(29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

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

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. 7104(g)).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. 7104(g)).

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

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

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658).

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

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

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

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 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.

PIIN/SIIN W52P1J-20-D-0002

MOD/AMD

(End of Clause)

CHANGED IF60020 52.216-19 01-OCT-1995 ORDER LIMITATIONS

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00 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 \$5,000,000.00;

(2) Any order for a combination of items in excess of \$5,000,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 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.

(End of Clause)

CHANGED IF60123 52.216-22 01-OCT-1995 INDEFINITE QUANTITY

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the 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 and 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 or in the Schedule, there is no limit on the number of 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 45 days for supplies and 12 months for TES after expiration of the contract term.

(End of Clause)

CHANGED IF60207 52.216-32 01-SEP-2019 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019)--ALTERNATE I (SEP 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

Kevin Larkin

PIIN/SIIN W52P1J-20-D-0002

MOD/AMD

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(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order:

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

CHANGED IF60025 52.217-9 01-MAR-2000 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor anytime during the life of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 five years.

(End of Clause)

AUTO/CHANGE IA60052 252.216-7006 01-SEP-2019 ORDERING

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from the time of the base contract award through the expiration of the base contract.

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

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Data Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

CHANGED IA60003 252.217-7027 01-DEC-2012 CONTRACT DEFINITIZATION

(a) An indefinite delivery indefinite quantity contract is contemplated. The Contractor agrees to begin promptly negotiating with the

PIIN/SIIN W52P1J-20-D-0002

MOD/AMD

Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a firm-fixed price proposal.

(b) The schedule for definitizing this contract action is as follows:

Forecasted award date: 09 August 2019

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officers determination of price or fee, the contract shall be governed by

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officers determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated firm-fixed price in no event to exceed \$48,100,712.00.

(End of clause)

CHANGED IA60021 252.225-7043 01-JUN-2015 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES

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

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832.

PIIN/SIIN W52P1J-20-D-0002

MOD/AMD

(End of clause)

AUTO	IF70067	52.204-19	01-DEC-2014	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
ADDED	IF70092	52.219-4	01-DEC-2018	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION 2019-00003)
ADDED	IF70015	52.223-3	01-JAN-1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
ADDED	IF70034	52.252-6	01-APR-1984	AUTHORIZED DEVIATIONS IN CLAUSES
ADDED/PUSH	IA70102	252.239-7018	01-SEP-2018	SUPPLY CHAIN RISK (DEVIATION 2018-00020)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

AUTO	KA00008	252.203-7005	01-NOV-2011	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS
AUTO	KA00017	252.204-7008	01-OCT-2016	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS
AUTO/DEL	KF60009	52.204-8	01-OCT-2018	ANNUAL REPRESENTATIONS AND CERTIFICATIONS
AUTO/DEL	KA60005	252.204-7007	01-APR-2019	ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS
ADDED	KF70056	52.204-24	01-AUG-2019	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
ADDED	KF70044	52.209-7	01-OCT-2018	INFORMATION REGARDING RESPONSIBILITY MATTERS
ADDED	KF70008	52.212-3	01-OCT-2014	OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2018) --ALTERNATE I (OCT 2014)
ADDED	KF70037	52.225-18	01-AUG-2018	PLACE OF MANUFACTURE

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO	LF00053	52.204-7	01-OCT-2018	SYSTEM FOR AWARD MANAGEMENT
ADDED	LF00055	52.204-16	01-JUL-2016	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING
AUTO	LF00058	52.204-22	01-JAN-2017	ALTERNATIVE LINE ITEM PROPOSAL
ADDED	LF00029	52.216-27	01-OCT-1995	SINGLE OR MULTIPLE AWARDS
AUTO	LA00022	252.215-7013	01-JAN-2018	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS
ADDED	LA00019	252.246-7005	01-MAR-2016	NOTICE OF WARRANTY TRACKING OF SERIALIZED ITEMS
CHANGED	LF60017	52.211-14	01-APR-2008	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE

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

(End of Provision)

PIIN/SIIN W52P1J-20-D-0002

MOD/AMD

CHANGED LF60009 52.216-1 01-APR-1984 TYPE OF CONTRACT

The Government contemplates award of up to three(3) Indefinite Quantity Indefinite Delivery Firm Fixed Price contract(s) resulting from this solicitation.

(End of Provision)

CHANGED LF60010 52.233-2 01-SEP-2006 SERVICE OF PROTEST

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from -1-.

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

(End of Provision)

ADDED LF70016 52.212-1 01-OCT-2018 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (DEVIATION 2018-00018)

ADDED LF70015 52.252-5 01-APR-1984 AUTHORIZED DEVIATIONS IN PROVISIONS