

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b> Offeror To Complete Block 12, 17, 23, 24, & 30				<b>1. Requisition Number</b> SEE SCHEDULE		<b>Page</b> 1 <b>Of</b> 42							
<b>2. Contract No.</b> SPRDL1-23-C-0048		<b>3. Award/Effective Date</b> 2023JUN16		<b>4. Order Number</b>		<b>5. Solicitation Number</b>		<b>6. Solicitation Issue Date</b>					
<b>7. For Solicitation Information Call:</b>		<b>A. Name</b> MICHELLE ZIMKIEWICZ			<b>B. Telephone Number (No Collect Calls)</b> (586)467-1185			<b>8. Offer Due Date/Local Time</b>					
<b>9. Issued By</b> DLA LAND WARREN WARREN, MI 48397-5000  <b>Email:</b> MICHELLE.ZIMKIEWICZ@DLA.MIL				<b>Code</b> SPRDL1		<b>10. This Acquisition is</b> <input checked="" type="checkbox"/> Unrestricted <b>OR</b> <input type="checkbox"/> Set Aside: % For: <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 <b>NAICS:</b> 336350 <input type="checkbox"/> 8(A) <b>Size Standard:</b>							
<b>11. Delivery For FOB Destination Unless Block Is Marked</b> <input type="checkbox"/> See Schedule		<b>12. Discount Terms</b>		<input checked="" type="checkbox"/> <b>13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>				<b>13b. Rating</b> DOA4					
<b>14. Method Of Solicitation</b> <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP													
<b>15. Deliver To</b> SEE SCHEDULE				<b>Code</b>		<b>16. Administered By</b> DCMA SOUTHEAST 3555 MAGUIRE BLVD ORLANDO, FL 32803-3726				<b>Code</b> S1002A			
<b>Telephone No.</b>													
<b>17a. Contractor/Offeror</b> <b>Code</b> 65S22 <b>Facility</b>				<b>18a. Payment Will Be Made By</b> DFAS-COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P O BOX 182317 COLUMBUS OH 43218-2317									
<b>17a. Contractor/Offeror</b> A.M.S. NETWORK, LLC 1813 ASSOCIATES LN STE A CHARLOTTE, NC 28217-2897				<b>Code</b> HQ0338									
<b>Telephone No.</b>													
<input type="checkbox"/> <b>17b. Check If Remittance Is Different And Put Such Address In Offer</b>				<b>18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked</b> <input type="checkbox"/> See Addendum									
<b>19. Item No.</b>		<b>20. Schedule Of Supplies/Services</b>				<b>21. Quantity</b>		<b>22. Unit</b>		<b>23. Unit Price</b>		<b>24. Amount</b>	
		SEE SCHEDULE											
		(Use Reverse and/or Attach Additional Sheets As Necessary)											
<b>25. Accounting And Appropriation Data</b> SEE CONTRACT ADMINISTRATION DATA										<b>26. Total Award Amount (For Govt. Use Only)</b> \$136,562.00			
<input type="checkbox"/> <b>27a.Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached. Addenda</b> <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.													
<input checked="" type="checkbox"/> <b>27b.Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda</b> <input type="checkbox"/> Are <input checked="" type="checkbox"/> Are Not Attached.													
<input checked="" type="checkbox"/> <b>28. Contractor Is Required To Sign This Document And Return</b> 2 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"/> <b>29. Award Of Contract: Ref.</b> _____ <b>Offer Dated</b> _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:			
<b>30a. Signature Of Offeror/Contractor</b>					<b>31a. United States Of America (Signature Of Contracting Officer)</b> /SIGNED/								
<b>30b. Name And Title Of Signer (Type Or Print)</b>			<b>30c. Date Signed</b>		<b>31b. Name Of Contracting Officer (Type Or Print)</b> ADAM REINBOLT ADAM.REINBOLT@DLA.MIL (586)467-1214					<b>31c. Date Signed</b> 2023JUN16			
<b>Authorized For Local Reproduction</b> Previous Edition Is Not Usable										<b>Standard Form 1449 (Rev. 2/2012)</b> Prescribed By GSA-FAR (48 CFR) 53.212			

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		
			42c. Date Rec'd (YY/MM/DD)	42d. Total Containers	

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SUPPLEMENTAL INFORMATION

Buyer Name: MICHELLE ZIMKIEWICZ  
Buyer Office Symbol/Telephone Number: ZGBB/(586)467-1185  
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

\*\*\* End of Narrative A0000 \*\*\*

A.3 Acceptance Appendix

(a) Contract Number SPRDL1-23-C-0048 is awarded to AMS Industries, LLC . Reference Block 17, SF 26, or Block 28, SF 1449, Contractor \_x\_ is\_\_\_is not required to sign the contract.

(b) The Contractor, in its proposal in response to Solicitation SPRDL1-23-Q-0006, provided data for various solicitation clauses, and that data has been added in this contract.

(c) Any attachments not included within this document will be provided by DLA Land Warren directly to the Administrative Contracting Officer (ACO) via e-mail as required.

N/A

(d) The following Amendment(s) to the solicitation are incorporated into this contract: 0001, 0002

\*\*\*\*\* End of Narrative A.3 \*\*\*\*\*

\*\*\* END OF NARRATIVE A0001 \*\*\*

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	AXLE ASSEMBLY,AUTOMOTIVE NSN: 2520-01-505-7572 Mfr CAGE: 19207 Mfr Part Number: 12478865				
0001AA	<p><u>AXLE ASSEMBLY, AUTOMOTIVE</u></p> <p>COMMODITY NAME: AXLE ASSEMBLY,AUTOMOTIVE CLIN CONTRACT TYPE: Firm Fixed Price PRON: EH2C0619EH PRON AMD: 02 ACRN: AA AMS CD: SM2B1100000 PSC: 2520</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12478865 DATE: 24-AUG-2022</p> <p>The Technical Data Package (TDP) for this item contains purchased parts. Refer to the product drawing(s) for details.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Inspection/Acceptance at origin means that you MUST contact the DCMA to arrange for a Government inspection BEFORE you ship the supplies called out in this order. Failure to have the items inspected and accepted will result in their rejection at the destination. The rejected supplies will be returned to you at your expense.</p> <p>(End of narrative E001)</p> <p><u>Deliveries or Performance</u></p>	10	EA	\$ 13,656.20000	\$ 136,562.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV2217468W W562RM J 2 DEL REL CD QUANTITY DEL DATE 001 10 08-SEP-2023  FOB POINT: Destination  SHIP TO: (W562RM) SU WOMC ARMY GENERAL SUPPLY DLA DISTRIBUTION RED RIVER HIGHWAY 82 WEST TEXARKANA,TX,75507-5000					
0002	AXLE ASSEMBLY, AUTOMOTIVE Mfr CAGE: 19207 Mfr Part Number: 12478865					
0002AA	UNEXERCISED OPTION  COMMODITY NAME: AXLE ASSEMBLY, AUTOMOTIVE CLIN CONTRACT TYPE: Firm Fixed Price PSC: 2520  OPTION QUANTITY, PURSUANT TO THE NARRATIVE ENTITLED 'SEPARATELY PRICED OPTION FOR INCREASED QUANTITY' IN SECTION I OF THE BASIC CONTRACT.  The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract IAW option narrative entitled "Separately Priced Options for Increased Quantity", at the discretion of the Government.  (End of narrative B001)  Description/Specs./Work Statement TOP DRAWING NR: 12478865 DATE: 24-AUG-2022  Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A	10	EA	\$ 13,656.20000	\$ 136,562.00	



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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.5 Technical Data Package Information (Contract Opportunities in sam.gov) Version

The following Xd item applies to this solicitation:

- [ ] 1. There is no Technical Data Package (TDP) included with this solicitation.
- [ ] 2. This solicitation contains one or more web-located TDPs. If multiple Contract Line Item Numbers (CLINS) are listed below, each one will have its own URL just under the CLIN listing. The URL will take you to that CLINS Web-located TDP. To access the TDP, you will have to copy or type the links URL to your web browser address bar at the top of the screen.
- Note: To copy a link from a .pdf file, click on the Text Select Tool, then highlight the URL, copy and paste it into your browser, and hit the Enter key.
- CLIN: N/A
- TDP Link (URL): N/A
- [ x ] 3. The TDP for this solicitation resides within sam.gov under the Contract Opportunities search function https://sam.gov , and is associated with this solicitation number and can be accessed via this URL: https://sam.gov/opp/e31242elc0b74def8265ef77c0c187ed/view
- a. Log on to the sam.gov website.
- b. Enter your Marketing Partner Identification Number (MPIN).
- c. Select Contract Opportunities in the search bar and search by solicitation number.
- d. If solicitation is Export Controlled, select Verify MPIN.
- (1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq..
- (2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.
- (3) To obtain these TDPs, vendors and Contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, login to the Joint Certification Program (JCP) https://public.logisticsinformationservice.dla.mil/PublicHome/jcp/default.aspx . Click on documents and follow instructions provided.\~ Processing time is estimated at six (6) to ten (10) weeks after receipt. Contract Opportunities will allow you to access export controlled TDPs once certification is confirmed.
- (4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.
- e. If technical data is otherwise restricted, select Pending Access to controlled documents. This will generate an email to the Contract Opportunities system administrator at DLA Warren with all the information needed for them to grant you access. Contract Opportunities will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this Contract Opportunities-TDP access/approval process through sam.gov.
- f. Only one individual in your company can request access to the Technical Data Package (TDP) for a solicitation. That individual must be registered as the Data Custodian, as identified in the JCP, and be granted approval to view the Technical Data Package (TDP) for a solicitation. The Data Custodian MUST be registered for a sam.gov account through https://login.gov . Any individual(s) no longer with the company should be deleted. Questions related to registration in https://login.gov should be directed to https://login.gov/help/ . Questions related to accounts in sam.gov should be directed to https://sam.gov/content/help . Vendors are responsible for placing correct information in login.gov and sam.gov accounts.

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g. It is strongly suggested that you submit an access request and provide the Contract Specialist with the completed Use and Non-Disclosure Agreement at the same time if the solicitation requires both to gain access to view the TDP.

[ ] 4. The Government requires a Use and Non-Disclosure Agreement (NDA) to be signed by the Data Custodian of your firm, as identified in the JCP, before access is granted to the technical data. The appropriate Agreement is titled N/A, and is:

[ ] available by emailing the Contract Specialist listed on page 1 of this solicitation.

[ ] available as an attachment to this solicitation.

Follow the instructions on the Agreement, and email it to the Contract Specialist at N/A. The Contract Specialist will notify the Contract Opportunities administrator upon receiving the NDA. The Administrator will grant approval to view/download the TDP. An email stating approval has been granted will be sent to the vendor. It can take up to 24 hours after approval before you are able to view the TDP. If you have any questions/problems viewing the TDP contact the Contract Specialist.

\*\*\*\*\* End of Narrative C.5 \*\*\*\*\*

### C.11 Drawing Limitations

(a) The drawings supplied with this contract are not shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:

- (1) depict the completed item(s), and
- (2) serve as the basis for inspection of the completed item(s).

(b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.

(c) The Contractor is responsible for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.

(d) The Contractor is responsible for obtaining all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. Delivery delays are not excusable where the Contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Procuring Contracting Officer or Contract Specialist prior to the solicitation closing date.

(e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

\*\*\*\*\* End of Narrative C.11 \*\*\*\*\*

### C.13 Configuration Control Engineering Changes

(a) The Contractor may submit Engineering Change Proposal(s) (ECPs) and Request for Variance(s) (RFVs) for the requirements in the Government provided Technical Data Package (TDP). If a Value Engineering Change Proposal(s) (VECPs) clause is included on this contract, VECPs shall be submitted in the same manner as ECPs.

(1) ECPs - The Contractor may request a permanent change to the requirements specified in the TDP or any other baseline documentation by submitting an ECP. ECPs shall be submitted to include all Notice of Revisions (NORs) necessary to completely define the requested change. Each ECP shall be accompanied with at least one NOR per affected document. The Contractor shall not present any production items for acceptance that incorporate any change to the TDP or other baseline documentation until notified by the Government the ECP has been approved and incorporated in the contract.

(i) Page 1 of DD Form 1692 (or equivalent) shall be submitted for all ECPs. Pages 2-7 of DD Form 1692 shall be submitted when required to properly explain all the potential logistics and technical impacts of the proposed change. DD Form 1695 NOR or DD Form 1695-1 Tabulated NOR (or equivalents) shall be submitted to completely describe the desired change on each affected document.

(ii) All ECPs submitted by the Contractor will be routine priority unless otherwise justified. If the Contractor considers the ECP to be emergency or urgent, they shall include justification within 48 hours of submittal of the ECP.

(2) RFVs - The Contractor may request to temporarily depart from a requirement specified in the TDP or any other baseline



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documentation, by submitting an RFV. RFVs may be submitted either pre-production (formerly known as Request for Deviation (RFD)) or post-production and prior to acceptance by the Government (formerly known as Request for Waiver (RFW)). DD Form 1694 (or equivalent) shall be submitted for all RFVs. The Contractor shall not present any production items for acceptance with any nonconformance to the requirements in the TDP or other baseline documentation until notified by the Government the RFV has been approved and incorporated in the contract.

(b) Submission of requested changes - The submission of an ECP or RFV by the Contractor does not affect the required delivery dates specified within the contract, shall not constitute excusable delay in the performance of this Contract by the Contractor or in any way relieve the Contractor from compliance with the contract delivery schedule. If a delivery date change is needed, it must be negotiated with the Procuring Contracting Officer and documented via modification to the contract. The submission of an ECP and/or RFV by the Contractor shall not preclude the Government from exercising its rights under any clause of the Contract.

(c) Specifications - Permanent proposed changes to specifications which are part of the TDP or baseline documentation shall be requested with an ECP and NOR (i.e. Specification Change Notices (SCNs) are not required).

(d) Forms If any of the above listed forms are not included with the solicitation or contract, the Contractor may locate forms on the DOD Forms Website [https://www.esd.whs.mil/Directives/forms/dd1500\\_1999/](https://www.esd.whs.mil/Directives/forms/dd1500_1999/) or contact the Contract Specialist listed on page 1 of the solicitation or contract for copies of the forms.

\*\*\*\*\* End of Narrative C.13 \*\*\*\*\*

#### C.18 Use of Class 1 Ozone Depleting Substances (CIODS)

(a) Definitions.

(1) Class I and Class II Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), complete list provided at: <https://www.epa.gov/clean-air-act-overview/clean-air-act-title-vi-stratospheric-ozone-protection>

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) No CIODS shall be used in meeting the requirements of this contract. If the use of CIODS is required in the performance of this contract, please notify the Procuring Contracting Officer immediately in writing.

(a)\(\)No Class II Ozone Depleting Substances shall be required in the performance of this contract without Government approval. If the use of Class II ODS is required in the performance of this contract, please notify the Procuring Contracting Officer immediately in writing.

\*\*\*\*\* End of Narrative C.18 \*\*\*\*\*

### C.22 Contractor Retention of Supply Chain Traceability Documentation

1) By submitting a quotation or offer, the Contractor, if it is not the manufacturer of the item, is confirming it currently has, or will obtain before delivery, and shall retain documented evidence (supply chain traceability documentation), as described in paragraph (2) below, demonstrating the item is from the approved manufacturer and conforms to the technical requirements.

(2) At a minimum, the supply chain traceability documentation for the item shall include: basic item description, part number and/or national stock number, manufacturing source, manufacturing sources Commercial and Government Entity (CAGE) code, and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to item(s) acceptance by the Government. The documentation should also include, if available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers.

(3) Contractors can find examples of acceptable supply chain traceability documentation at the Counterfeit Detection and Avoidance Program (CDAP) website <http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance-Program/> .

(4) The contractor shall immediately make documentation available to the contracting officer upon request. The contracting officer determines the acceptability and sufficiency of documentation. The contractor shall retain supply chain traceability documentation for six years after final payment under this contract for audit and other valid government purposes. If the contractor fails to retain or provide the documentation, or the contracting officer finds the documentation to be unacceptable, the contracting officer may take corrective action, including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

\*\*\*\*\* End of Narrative C.22 \*\*\*\*\*

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\*\*\* END OF NARRATIVE C0001 \*\*\*

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PACKAGING AND MARKING

D.6 Packaging Requirements (Special Packaging Instructions)

(a) Military preservation, packing, and marking for this contract/order shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, and the Special Packaging Instruction, see below.

- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: A
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIAL PACKAGING INSTRUCTION NUMBER. AK15057572

(a) REVISION A

(b) DATE OF REVISION 12-17-2019

(c) THE REQUIRED SPECIAL PACKAGING INSTRUCTION (SPI) MAY BE LOCATED WITHIN THE TECHNICAL DATA PACKAGE (TDP). IF IT IS NOT LOCATED WITHIN THE TDP, THE SPI IS POSTED WITH THE SOLICITATION ON SAM.gov.

(Note: You must have the Adobe Acrobat reader installed on your PC to view the SPI. See Adobes website (<http://get.adobe.com/reader/>) for information on obtaining the latest version of the reader. If you're experiencing problems opening the Special Packaging Instructions in Adobe .PDF images using Internet Explorer, try the following: Go to "Tools," then "Internet Options." Click on the "Advanced" tab. Scroll down to the "Security" section. Uncheck "Do not save encrypted pages to disk." Click "Apply." Click "OK.")

(b) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

(c) Marking:

(1) In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision R, including bar coding and Military Shipment Label (MSL). The Contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

(2) Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. For details and most recent information, see <http://www.acq.osd.mil/log/sci/ait.html> for the current DoD Suppliers Passive RFID Information Guide. When an item is assigned a Unique Item Identifier (UII) as indicated by the inclusion of contract clause DFARS 252.211-7006, refer to the DoD Guide to Uniquely Identifying Items for development of the UII and MIL-STD-129, Revision R for UII package marking requirements. Contractors must verify the RFID and UII clauses cited above are included in this solicitation/contract.

(d) Heat Treatment and Marking of Wood Packaging Materials (WPM):

(1) In accordance with DOD 4140.625-M and the requirements of the International Standards for Phytosanitary Measures 15 (ISPM), Regulation of Wood Packaging Material in International Trade, current edition, (hereinafter ISPM 15), the following commercial heat treatment and marking process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). Foreign manufacturers shall comply with ISPM 15, and have the WPM heat treatment and marking verified in accordance with their National Plant Protection Organizations compliance program.

(2) Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM using a conventional steam or dry kiln heat chamber (treatment code for the mark: HT) shall be heat treated to a minimum core temperature of 56 degrees Celsius for a minimum of 30 minutes, and certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). WPM heat treated wood using dielectric heating (treatment code for the mark: DH) shall follow the requirements in ISPM 15, and shall be certified by an agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure the materials used in manufacture can be traced to the original source of heat treatment, and that the original source of the heat treatment obtained the necessary certifications.

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(3) Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The ALSC approved quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the side of the stringer or end of the block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp.

(e) Hazardous Materials (As applicable):

(1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204(I)/TM38-250/NAVSUPPUB 505/MCO P4030.19(I)/DLAM 4145.3(I) (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers. A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(f) This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided Contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO and ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

(g) SUPPLEMENTAL INSTRUCTIONS: SPI Attached as Primary Content

\*\*\*\*\* End of Narrative D.6 \*\*\*\*\*

\*\*\* END OF NARRATIVE D0001 \*\*\*

INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
1	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
2	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	DEC/2014
(a) The contractor shall comply with the higher-level quality standard(s) listed below. ISO 9001:2015			
(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in--			
(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or			
(2) When the technical requirements of a subcontract require--			
(i) Control of such things as design, work operations, in-process control, testing and inspection; or			
(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.			
(End of clause)			

E.18 Inspection and Acceptance Points - Origin

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT:

AMS Industries (65S22)  
  
1813 Associates Lane, Ste A, Charlotte, NC 28217

ACCEPTANCE POINT:

AMS Industries (65S22)  
  
1813 Associates Lane, Ste A, Charlotte, NC 28217

\*\*\*\*\* End of Narrative E.18 \*\*\*\*\*

\*\*\* END OF NARRATIVE E0001 \*\*\*

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DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
2	52.242-15	STOP-WORK ORDER	AUG/1989
3	52.247-34	F.O.B. DESTINATION	NOV/1991
4	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
5	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)	JAN/2023

(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 <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.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.

"Governments 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](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.

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"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 <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.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
__N/A_____	N/A_____
__N/A_____	N/A_____
__N/A_____	N/A_____

(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
__N/A_____	N/A_____
__N/A_____	N/A_____
__N/A_____	N/A_____

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



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(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).\*\*
- (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.

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\*\* 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 subcontract any item(s) 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 products or commercial services.

(End of clause)

F.1 Delivery Schedule

(a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The Contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires delivery to be made according to the following schedule:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
N/A		

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
CLIN 0001AA	10	84
CLIN 0002AA	10	84(when exercised)

(d) Accelerated delivery schedule is acceptable.

(e) If an accelerated delivery schedule is not acceptable, the required delivery schedule above will apply. If it is acceptable, you may propose an accelerated delivery schedule at no additional cost; fill in the appropriate information here:

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(1) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
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(2) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
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\*\*\*\*\* End of Narrative F.1 \*\*\*\*\*

F.5 Depot Address for the Applicable Mode of Shipments: In-The-Clear Addresses

Rail/ Motor SPLC\*: 206721 and 209405  
MILSTRIP Address Code: W2561U

Rail Ship to: Transportation Officer  
Defense Dist. Depot  
Susquehanna  
New Cumberland, PA

Motor Ship to: Transportation Officer  
Defense Dist. Depot  
Susquehanna  
New Cumberland, PA

Parcel Post Mail to: Transportation Officer  
Defense Dist. Depot  
Susquehanna  
New Cumberland, PA 17070-5001

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or Contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Procuring Contracting Officer (PCO) to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock.  
Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

Rail/ Motor SPLC\*: 875670 and 875675  
MILSTRIP Address Code: W62G2T

Rail Ship to: Transportation Officer  
XU Def Dist. Depot  
San Joaquin  
2600 S. Chrisman Rd.  
Rec Whse 10  
Tracy, CA 95376-5000

Motor Ship to: Transportation Officer  
XU Def Dist. Depot  
San Joaquin  
2600 S. Chrisman Rd.  
Rec Whse 10  
Tracy, CA 95376-5000

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Parcel Post Mail to: Transportation Officer  
Dist. Depot San Joaquin  
P.O. Box 96001  
Stockton, CA 95296-0130

Rail/ Motor SPLC\*: 471995 and 471996  
MILSTRIP Address Code: W31G1Z

Rail Ship to: Transportation Officer  
Anniston Army Depot  
Bynum, AL

Motor Ship to: Transportation Officer  
Anniston Army Depot  
Bynum, AL

Parcel Post Mail to: Transportation Officer  
Anniston Army Depot  
Bynum, AL 36201-5021

Rail/ Motor SPLC\*: 209741 and 209770  
MILSTRIP Address Code: W25G1R

Rail Ship to: Transportation Officer  
Letterkenny Army Depot  
Culbertson, PA

Motor Ship to: Transportation Officer  
Letterkenny Army Depot  
Chambersburg, PA

Parcel Post Mail to: Transportation Officer  
Letterkenny Army Depot  
Chambersburg, PA 17201-4150

Rail/ Motor SPLC\*: 661136 and 661157  
MILSTRIP Address Code: W45G19 and W562RM

Rail Ship to: Transportation Officer  
Red River Army Depot  
Defense, TX

Motor Ship to: Transportation Officer  
Red River Army Depot  
Texarkana, TX

Parcel Post Mail to: Transportation Officer  
Red River Army Depot  
Texarkana, TX 75507-5000

NOTE: Drivers must schedule an appointment for delivery at least 24 hours in advance. Deliveries will be scheduled for Monday-Friday, 0700-1300. E-mail or fax the PCO at CML (903)334-2208 or CML (903)334-2881. POC's are available Monday-Saturday, 0700-1730 with the exception of Government holidays. For directions, please call CML (903)334-3060. Trucks enter through the commercial carrier route entrance and report to building 23 Truck Control 30 minutes prior to their scheduled appointment. Carriers that arrive at Truck Control without appointments will be placed at the end of the day's schedule unless there is an earlier opening and will be worked/unloaded as soon as possible.

POCs: ddrt-appt@dla.mil,

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Rail/ Motor SPLC\*: 764538 and 764535  
MILSTRIP Address Code: W67G23

Rail Ship to: Transportation Officer  
Tooele Army Depot  
Warner, UT

Motor Ship to: Transportation Officer  
Tooele Army Depot  
Warner, UT

Parcel Post Mail to: Transportation Officer  
Tooele Army Depot  
Warner, UT 84074-5003

\*\*\* SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

\*\*\*\*\* End of Narrative F.5 \*\*\*\*\*

F.8 Delivery of Supplies from Foreign Firms to U.S. Port of Entry

This clause applies only to foreign firms when shipments are required to destinations within the Continental United States (CONUS).

(1) The FOB point for this acquisition is DESTINATION. You must arrange and pay for (i) transportation to the U.S. port of entry, (ii) port handling, (iii) customs clearance, and (iv) all transportation from the port of entry to the consignee(s) listed in this solicitation.

(2) Acceptance will be at destination if the awardee is an OCONUS (Outside Continental United States) foreign firm.

(3) Identification of shipment. The Contractor must insure that all shipments be clearly marked in accordance with MIL-STD-129 and other marking requirements specified in the Schedule. The Duty-Free Entry clauses in this contract contain instructions on the documentation required to accompany the shipment for duty-free entry.

(4) Notification of Shipment. The Contractor shall send electronic notification to the Procuring Contracting Officer (PCO) when shipment is made, which includes the following information:

(i) Mode of transportation, carrier, bill of lading number, customs broker (if any), and estimated time of arrival of materiel at OCONUS port authority

(ii) Mode of transportation, carrier, bill of lading number, and estimated dates for pick-up from CONUS port authority and delivery to final destination.

(5) You assume all responsibility for risk of loss or damage to the supplies until received at the destination. See the clause entitled RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16).

\*\*\*\*\* End of Narrative F.8 \*\*\*\*\*

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\*\*\* END OF NARRATIVE F0001 \*\*\*

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CONTRACT ADMINISTRATION DATA

	PRON/ AMS CD/								
LINE	MIPR/	OBLG	JO NO/					OBLIGATED	
ITEM	GFEBs ATA	STAT	ACCT ASSIGN		ACRN			AMOUNT	
0001AA	EH2C0619EH	2			AA		\$	136,562.00	
	SM2B1100000								
TOTAL								\$	136,562.00

									OBLIGATED
ACRN	ACCOUNTING CLASSIFICATION								AMOUNT
AA	97	X4930AC9D	6D	26KB	S20113	W56HZV		\$	136,562.00
TOTAL								\$	136,562.00

LINE									
ITEM	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION							
0001AA	AA	97	0X0X4930AC9D	S20113	6D0000SM2B110000026KB	S20113	W56HZV		

	Regulatory Cite	Title	Date
1	252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)	JAN/2023

(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.

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(ii) For fixed price line items--

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

Invoice and 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 and Receiving Report

- (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 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	See page 1 or schedule
Issue By DoDAAC	See page 1 or schedule
Admin DoDAAC	See page 1 or schedule
Inspect By DoDAAC	See page 1 or schedule
Ship To Code	See page 1 or schedule
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

- (4) Payment request. 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.

N/A

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

(End of clause)



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SPECIAL CONTRACT REQUIREMENTS  
H.1 Required Use of Electronic Contracting

- (a) All contract awards, modifications, and delivery orders issued by DLA Land Warren will be issued electronically. Many provisions/clauses appear "by reference," meaning only clause titles and regulation cite are listed; their full texts can be found at the website, [www.ecfr.gov](http://www.ecfr.gov) , under Title 48.
- (b) In order to be eligible to receive an award under this solicitation, the successful Offeror must be registered with the Department of Defense (DOD) System for Award Management (SAM). The SAM registration process may be done electronically at: <https://sam.gov/SAM/> .
- (c) The Contractor will receive an electronic notice of the Award, Modification, or Delivery Order via e-mail.
- \*\*\*\*\* End of Narrative H.1 \*\*\*\*\*

\*\*\* END OF NARRATIVE H0001 \*\*\*

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CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2020
2	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
3	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
4	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG/2020
5	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
6	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV/2021
7	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
8	52.232-11	EXTRAS	APR/1984
9	52.232-17	INTEREST	MAY/2014
10	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
11	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS(MAR 2023)	MAR/2023
12	52.242-13	BANKRUPTCY	JUL/1995
13	52.243-1	CHANGES--FIXED PRICE	AUG/1987
14	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
15	52.248-1	VALUE ENGINEERING	JUN/2020
16	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
17	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
18	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022)	DEC/2022
19	252.204-7000	DISCLOSURE OF INFORMATION	OCT/2016
20	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
21	252.204-7006	BILLING INSTRUCTIONS?COST VOUCHERS (MAY 2023)	MAY/2023
22	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (JAN 2023)	JAN/2023
23	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023)	JAN/2023
24	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)	JAN/2023
25	252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (JAN 2023)	JAN/2023
26	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAY/2019
27	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023)	JAN/2023
28	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	MAR/2022
29	252.225-7007	PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	DEC/2018
30	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JAN 2023)	JAN/2023
31	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2022
32	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
33	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JAN 2023)	JAN/2023
34	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
35	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
36	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
37	252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (JAN 2023)	JAN/2023
38	252.225-7056	PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)	JAN/2023
39	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
40	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
41	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
42	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022)	DEC/2022
43	252.244-7000	SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (JAN 2023)	JAN/2023
44	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2023)	JAN/2023
45	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC (JAN 2023)	JAN/2023
46	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

(a) Definition. Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

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(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) Competition Management Office

(Address) By email: usarmy.detroit.tacom.mbx.lcmc-competition-management-office@army.mil  
By mail:6501 E. 11 mile Rd., ATTN:AMSTA-CSC-M, MS 309, Warren, MI 48397-5000

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offerors Name \_\_\_\_\_

Manufacturers Name \_\_\_\_\_

Sources Name \_\_\_\_\_

Item Name \_\_\_\_\_

Service Identification \_\_\_\_\_

Test Number \_\_\_\_\_ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Governments best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Governments interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of Clause)

47	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)	MAR/2023
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(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 products and commercial services:

(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 (NOV 2021) (Section 1634 of Pub. L. 115-91).

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(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 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 products and commercial services:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021)(41 U.S.C. 4704 and 10 U.S.C. 4655).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (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 (NOV 2021) (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 (OCT 2022) (15 U.S.C. 657a).

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

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 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 (Nov 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 2022) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

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- ☐ (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 (SEP 2021) 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 (OCT 2022)(15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages--Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022)(15 U.S.C. 657 f)
- ☒ (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2023)(15 U.S.C. 632(a)(2)).
- ☐ (ii) 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 (OCT 2022) (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 (OCT 2024) (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 (SEP 2021) (15 U.S.C. 637(a)(17)).
- ☒ (27) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- ☒ (28) 52.222-19, Child LaborCooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (30)(i) 52.222-26, Equal Opportunity (Sep 2016)(E.O. 11246).
- ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☒ (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.
- ☒ (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.
- ☒ (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).
- ☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (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 (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products and commercial services as prescribed in FAR 22.1803.)
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.

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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.)

\_x\_ (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.

\_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)(i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

\_\_\_ (ii) Alternate I (OCT 2022) of 52.225-1

\_\_\_ (49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].

\_\_\_ (iii) Alternate II (DEC 2022) of 52.225-3.

\_\_\_ (iv) Alternate III (JAN 2021) of 52.225-3.

\_\_\_ (v) Alternate IV (OCT 2022) of 52.225-3.

\_\_\_ (50) 52.225-5, Trade Agreements (Dec 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_x\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (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. Subtitle A, Part V, Subpart G 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 (FEB 2021).

\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021)(41 U.S.C. 4505, 10 U.S.C. 3805).

\_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

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- ☒ (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 (NOV 2021)(46 U.S.C. 55305 and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.
- ☐ (iii) Alternate II (NOV 2021) 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 products and commercial services:

- ☐ (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 14026 (Jan 2022) (E.O. 14026).
- ☐ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (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 required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

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- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2022) (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 (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (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).
- (xiii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (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 (May 2022).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 14026 (Jan 2022) (Executive Order 14026).
- (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022) (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. Subtitle A, Part V, Subpart G 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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021)(46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.



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(End of Clause)

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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)

49

52.204-21

BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS

NOV/2021

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

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

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(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

50	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	FEB/2021
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(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 (if none, insert None)	Identification
No. __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 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.

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(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)

51 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

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

(End of Clause)

52 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES NOV/2020

(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)

53 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.) ACT

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None

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

54

252.225-7013

DUTY-FREE ENTRY

DEC/2022

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

"Component," means any item supplied to the Government as part of an end product or of another component.

"Customs territory of the United States" means the 50 States, the District of Columbia, and Puerto Rico.

"Eligible product" means--

- (1) Designated country end product, as defined in the Trade Agreements (either basic or alternate) clause of this contract;
- (2) Free Trade Agreement country end product, other than a Bahrainian end product, a Moroccan end product, a Panamanian end product, or a Peruvian end product, as defined in the Buy American--Free Trade Agreements--Balance of Payments Program (either basic or alternate II) clause of this contract; or
- (3) Free Trade Agreement country end product other than a Bahrainian end product, Korean end product, Moroccan end product, Panamanian end product, or Peruvian end product, as defined in the Buy American--Free Trade Agreements--Balance of Payments Program (either alternate IV or alternate V) clause of this contract.

"Qualifying country" and "qualifying country end product" have the meanings given in the Trade Agreements clause, the Buy American and Balance of Payments Program clause, or the Buy AmericanFree Trade AgreementsBalance of Payments Program clause of this contract, basic or alternate.

(b) Except as provided in paragraph (i) of this clause, or unless supplies were imported into the customs territory of the United States before the date of this contract or the applicable subcontract, the price of this contract shall not include any amount for duty on--

- (1) End items that are eligible products or qualifying country end products;
- (2) Components (including, without limitation, raw materials and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in U.S.- made end products to be delivered under this contract; or
- (3) Other supplies for which the Contractor estimates that duty will exceed \$300 per shipment into the customs territory of the United States.

(c) The Contractor shall--

- (1) Claim duty-free entry only for supplies that the Contractor intends to deliver to the Government under this contract, either as end items or components of end items; and
- (2) Pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use, other than--

(i) Scrap or salvage; or

(ii) Competitive sale made, directed, or authorized by the Contracting Officer.

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(d) Except as the Contractor may otherwise agree, the Government will execute duty-free entry certificates and will afford such assistance as appropriate to obtain the duty-free entry of supplies--

- (1) For which no duty is included in the contract price in accordance with paragraph (b) of this clause; and
- (2) For which shipping documents bear the notation specified in paragraph (e) of this clause.

(e) For foreign supplies for which the Government will issue duty-free entry certificates in accordance with this clause, shipping documents submitted to Customs shall--

- (1) Consign the shipments to the appropriate--
  - (i) Military department in care of the Contractor, including the Contractor's delivery address; or
  - (ii) Military installation; and
- (2) Include the following information:

- (i) Prime contract number and, if applicable, delivery order number.
- (ii) Number of the subcontract for foreign supplies, if applicable.
- (iii) Identification of the carrier.

(iv)(A) For direct shipments to a U.S. military installation, the notation: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify Commander, Defense Contract Management Agency (DCMA), St. Louis, MO, ATTN: Duty Free Entry Team, 1222 Spruce Street, Room 9.300, St. Louis, MO 63103-2812, for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates.

(B) If the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to include the name and address of the contractor, agent, or broker who will notify Commander, DCMA New York, for execution of the duty-free entry certificate. (If the shipment will be consigned to a contractors plant and no duty-free entry certificate is required due to a trade agreement, the Contractor shall claim duty-free entry under the applicable trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, DCMA New York, is required.)

- (v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight).
- (vi) Estimated value in U.S. dollars.

(vii) Activity address number of the contract administration office administering the prime contract, e.g., for DCMA Dayton, S3605A.

(f) Preparation of customs forms.

- (1)(i) Except for shipments consigned to a military installation, the Contractor shall--

(A) Prepare any customs forms required for the entry of foreign supplies into the customs territory of the United States in connection with this contract; and

(B) Submit the completed customs forms to the District Director of Customs, with a copy to DCMA NY for execution of any required duty-free entry certificates.

(ii) Shipments consigned directly to a military installation will be released in accordance with sections 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

(g) The Contractor shall--

(1) Prepare (if the Contractor is a foreign supplier), or shall instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

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- (2) Consign the shipment as specified in paragraph (e) of this clause; and
- (3) Mark on the exterior of all packages--
- (i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE"; and
- (ii) The activity address number of the contract administration office administering the prime contract.
- (h) The Contractor shall notify the Administrative Contracting Officer (ACO) in writing of any purchase of eligible products or qualifying country supplies to be accorded duty-free entry, that are to be imported into the customs territory of the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The Contractor shall furnish the notice to the ACO immediately upon award to the supplier and shall include in the notice--
- (1) The Contractors name, address, and Commercial and Government Entity (CAGE) code;
- (2) Prime contract number and, if applicable, delivery order number;
- (3) Total dollar value of the prime contract or delivery order;
- (4) Date of the last scheduled delivery under the prime contract or delivery order;
- (5) Foreign supplier's name and address;
- (6) Number of the subcontract for foreign supplies;
- (7) Total dollar value of the subcontract for foreign supplies;
- (8) Date of the last scheduled delivery under the subcontract for foreign supplies;
- (9) List of items purchased;
- (10) An agreement that the Contractor will pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use other than--
- (i) Scrap or salvage; or
- (ii) Competitive sale made, directed, or authorized by the Contracting Officer;
- (11) Country of origin; and
- (12) Scheduled delivery date(s).
- (i) This clause does not apply to purchases of eligible products or qualifying country supplies in connection with this contract if--
- (1) The supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and
- (2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.
- (j) Subcontracts. The Contractor shall--
- (1) Insert the substance of this clause, including this paragraph (j), in all subcontracts for--
- (i) Qualifying country components; or
- (ii) Nonqualifying country components for which the Contractor estimates that duty will exceed \$200 per unit;
- (2) Require subcontractors to include the number of this contract on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause; and
- (3) Include in applicable subcontracts--
- (i) The name and address of the ACO for this contract;

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- (ii) The name, address, and activity address number of the contract administration office specified in this contract; and
- (iii) The information required by paragraphs (h)(1), (2), and (3) of this clause.

(End of clause)

55 252.225-7021 TRADE AGREEMENTS--BASIC (JAN 2023) JAN/2023  
(a) Definitions.As used in this clause

Caribbean Basin country end product

(1) Means an article that

(i) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself; and

(2) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of

(i) Textiles, apparel articles, footwear, handbags, luggage, flat goods, work gloves, leather wearing apparel, and handloomed, handmade, or folklore articles that are not granted duty-free status in the Harmonized Tariff Schedule of the United States (HTSUS);

(ii) Tuna, prepared or preserved in any manner in airtight containers; and

(iii) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the HTSUS column 2 rates of duty (HTSUS General Note 3(b)) apply.

Commercially available off-the-shelf (COTS) item

(1) Means any item of supply (including construction material) that is

(i) A commercial product (as defined in paragraph (1) of the definition of commercial product in section 2.101 of the Federal Acquisition Regulation);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into an end product.

Designated country means

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu (Chinese Taipei)), Ukraine, or the United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain,Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African

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Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country end product means a WTO GPA country end product, a Free Trade Agreement country end product, a least developed country end product, or a Caribbean Basin country end product.

End product means those articles, materials, and supplies to be acquired under this contract for public use.

Free Trade Agreement country end product means an article that

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

Least developed country end product means an article that

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

Nondesignated country end product means any end product that is not a U.S.-made end product or a designated country end product.

Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia

Austria

Belgium

Canada

Czech Republic

Denmark

Egypt

Estonia

Finland

France

Germany

Greece



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Israel

Italy

Japan

Latvia

Lithuania

Luxembourg

Netherlands

Norway

Poland

Portugal

Slovenia

Spain

Sweden

Switzerland

Turkey

United Kingdom of Great Britain and Northern Ireland.

Qualifying country end product means

(1) An unmanufactured end product mined or produced in a qualifying country; or

(2) An end product manufactured in a qualifying country if

(i) The cost of the following types of components exceeds 50 percent of the cost of all its components:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(ii) The end product is a COTS item.

United States means the 50 States, the District of Columbia, and outlying areas.

U.S.-made end product means an article that

(1) Is mined, produced, or manufactured in the United States; or

(2) Is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

WTO GPA country end product means an article that

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of

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calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

- (b) Unless otherwise specified, this clause applies to all items in the Schedule.
- (c) The Contractor shall deliver under this contract only U.S.-made, qualifying country, or designated country end products unless
- (1) In its offer, the Contractor specified delivery of other nondesignated country end products in the Trade Agreements Certificate provision of the solicitation; and
- (2)(i) Offers of U.S.-made, qualifying country, or designated country end products from responsive, responsible offerors are either not received or are insufficient to fill the Governments requirements; or
- (ii) A national interest waiver has been granted.
- (d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.
- (e) The HTSUS is available at <http://www.usitc.gov/tata/hts/bychapter/index.htm>. The following sections of the HTSUS provide information regarding duty-free status of articles specified in the definition of Caribbean Basic country end product within paragraph (a) of this clause:
- (1) General Note 3(c), Products Eligible for Special Tariff Treatment.
- (2) General Note 17, Products of Countries Designated as Beneficiary Countries Under the United States Caribbean Basin Trade Partnership Act of 2000.
- (3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).
- (4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits Under the United States Caribbean Basin Trade Partnership Act.

(End of clause)

I.2 Separately Priced Option for Increased Quantity

- (a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than 365 days after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.
- (b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.
- (c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

\*\*\*\*\* End of Narrative I.2 \*\*\*\*\*

I.3 Mandatory Use of Contractor to Government Electronic Communication

- (a) All references in the contract to the submission of written documentation shall mean electronic submission.
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) Upon award, the Contractor shall designate the personnel with signature authority who can contractually bind the Contractor. Additionally, the Contractor shall provide the Procuring Contracting Officer (PCO) with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (d) Unless exempted by the PCO in writing, all unclassified written communication after contract award shall be transmitted electronically.

\*\*\*\*\* End of Narrative I.3 \*\*\*\*\*

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\*\*\* END OF NARRATIVE I0001 \*\*\*