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|--|--|--|--|--|--|--|--|---------------------------------|----------------|------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER 0010547262 | | PAGE 1 OF 17 | | | | |
| 2. CONTRACT NO. W56HZV-14-C-L744 | | 3. AWARD/EFFECTIVE DATE 22-Sep-2014 | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER | | 6. SOLICITATION ISSUE DATE | | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME | | | | b. TELEPHONE NUMBER (No Collect Calls) | | 8. OFFER DUE DATE/LOCAL TIME | | |
| 9. ISSUED BY INSTAL & VEHICLE SUP CONTRACTING DIV 6501 E. 11 MILE ROAD WARREN MI 48397-5000 TEL: FAX: | | CODE W56HZV | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: | | | | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS Net 30 Days | | <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | 13b. RATING | | | | |
| 15. DELIVER TO TARDEC IGOR BASESKI IGOR BASESKI RDTA-RS/ MS 157 6501 E 11 MILE ROAD WARREN MI 48397-5000 | | CODE W91ATL | | 16. ADMINISTERED BY INSTAL & VEHICLE SUP CONTRACTING DIV JOSEPH R SIMON CCTA-HDB-S/MS 350 JOSEPH.R.SIMON13.CIV@MAILMIL WARREN MI 48397-5000 | | | | | | |
| 17a. CONTRACTOR/ OFFEROR MTS SYSTEMS CORPORATION GREG WEYHING 14000 TECHNOLOGY DR EDEN PRAIRIE MN 55344-2247 TELEPHONE NO. 586-693-5537 | | CODE 34145 | | FACILITY CODE 34145 | | 18a. PAYMENT WILL BE MADE BY DFAS-INDY VP GFEB5 8899 E 56TH STREET INDIANAPOLIS IN 46249-3800 | | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM | | | | | | |
| 19. ITEM NO. | | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | | 21. QUANTITY | | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | | SEE SCHEDULE | | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$219,490.00 | | | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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. REF: Quote # KJH06182014 | | | | | | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE | | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Jeffrey B. Yeager</i> | | | | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) JEFFREY B. YEAGER / CONTRACTING OFFICER TEL: 586-282-6200 EMAIL: jeffrey.b.yeager2.civ@mail.mil | | | | 31c. DATE SIGNED 22-Sep-2014 | | |

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

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

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

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

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

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

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

| | | | |
|---|-----------------------------------|--------------------------------------|-----------------------|
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | 42a. RECEIVED BY (<i>Print</i>) | | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | 41c. DATE | 42b. RECEIVED AT (<i>Location</i>) | |
| | | 42c. DATE REC'D (<i>YY/MM/DD</i>) | 42d. TOTAL CONTAINERS |

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|--------------|--------------------------|
| 0010 | Suspension Characterization Unit FFP The contractor shall refurbish the Suspension Characterization Unit IAW the attached SOW. For invoicing instructions see clause: 52.232-4007 Wide Area Workflow FOB: Destination PURCHASE REQUEST NUMBER: 0010547262 | 1 | Job | \$219,490.00 | \$219,490.00 |
| | | | | | NET AMT |
| | | | | | \$219,490.00 |
| | | | | | ACRN AA |
| | | | | | CIN: GFEB001054726200010 |
| | | | | | \$219,490.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|---------|
| 0011 | Data Items FFP Technical Data as set forth in Contract Data Requirements List (CDRL) DD Form 1423. CDRLs are listed in Section C.10 of the SOW. FOB: Destination | | | | NSP |
| | | | | | NET AMT |
| | | | | | \$0.00 |

SOW

Performance Work Statements

C.1 Program Objective

The objective of this procurement is to refurbish the Suspension Characterization Unit (SCU) that is currently being used by TARDEC's, Physical Simulation Laboratory to provide the capability of testing suspension and simulating blast events.

C.2 Statement of Work

C.2.1 The Contractor, acting as an independent contractor and not as an agent of the Government, shall accomplish the following:

C.2.2 The Contractor shall refurbish/update the Suspension Characterization Unit (SCU) to provide it with the capacity to develop field-accurate vehicle models and to predict infield vehicle performance for military vehicles as described in Section C.3 and in accordance with the criteria C.4.

C.3 Requirements

C.3.1 The contractor shall perform visual inspection of all exposed welds for crack initiation and propagation.

C.3.2 The contractor shall perform visual inspection of specimen adapter (Restraint, Flexure Post, Flexure Blade).

C.3.3 The contractor shall remove the load transducer for calibration.

C.3.3.1 The Contractor shall disassemble the specimen adapter to facilitate load transducer removal.

C.3.3.2 The Contractor shall perform a load transducer inspection.

C.3.4 The contractor shall perform inspection of the Wheel Pan Assembly.

C.3.5 The contractor shall perform removal of three (3) 400gpm servo-valves for inspection and flushing at MTS.

C.3.6 The contractor shall perform removal of pressure transducer for calibration at MTS

C.3.7 The contractor shall perform Flexure Post and Flexure Blade Replacement

C.3.8 The contractor shall perform actuator disassembly (re-seal, visual check hydrostatic bearing upper and lower)

C.3.9 The contractor shall perform following services at MTS:

C.3.9.1 400 gpm Servo-valve with 1gpm pilot - Clean and Validate (quantity 3)

C.3.9.2 5gpm Servo-valve - clean and validate

C.3.9.3 Calibration 661.3x load Transducer (quantity 2)

C.3.9.4 Calibration of Pressure Transducer

C.3.10 The Government shall provide a FlexTest GT controller.

C.3.11 The contractor shall perform system Start Up

C.3.11.1 The Contractor shall provide a MTS FSE that will assist during system placement with responsibility in verifying correct alignment and proper fixture attachment.

C.3.11.2 The FSE will connect computer and controller along with verification of proper system boot.

C.3.11.3 The FSE will connect all cables and safety interlocks.

C.3.11.4 The FSE will connect hydraulic hoses and verify proper hydraulic pressure.

C.3.11.5 The FSE will verify proper valve phasing tuning and trouble shoot.

C.3.11.6 Calibrate LVDT.

C.3.11.7 Initial full system tuning.

C.3.11.8 Upgrade software installation.

C.3.11.9 Finalize software upgrade.

C.3.11.10 Data import and conversion.

C.3.11.11 Final system startup and first test run.

C.3.11.12 Basic training on system operation.

C.3.12 The contractor shall provide acceleration compensation.

C.3.12.1 Accelerometer for displacement measurement above 200 Hz. (Crossover frequency adjustable).

C.3.12.2 Mounting system to the specimen fixture.

C.3.12.3 Mount accelerometer coaxially to minimize off axis motion and cantilevered mass.

C.3.13. Strain Gauge Conditioning

C.3.13.1 The Contractor shall perform 10 Channels of traceable strain gauge conditioning which will consist of:

C.3.13.2 The Contractor shall provide an External Conditioning Units

C.3.13.2 The Contractor shall provide an interface between the ECU and Flextest GT controller unit.

C.4 Test Criteria

C.4.1 The Contractor shall perform a non-loaded test to validate the ECU's original system performance specifications.

C.5 Safety

C.5.1 The Suspension Characterization Unit (SCU) shall have a software implementation to activate the Low Pressure and High Pressure settings of the Hydraulic System Manifold (HSM).

C.5.2 The Government shall provide the necessary safety apparatus and enclosures to perform system test as specified per the test plan in C.6 and test criteria in C.4.

C.5.3 All Government and Contract personnel performing system installation and testing validation shall be stationed within the control room when the system is hydraulically activated.

C.6 Test Plan

C.6.1 The Contractor shall develop a test plan to prove that the Suspension Characterization Unit (SCU) meets the requirements outlined in Section C.4. The Government will review the draft test plan and provide comments within ten days of receipt of the draft test plan (**CDRL A001**).

C.6.2 The acceptance test shall be performed at TACOM's facility when the system is installed and operating. (**CDRL A001**)

C.6.2.1 The Government will provide the necessary hydraulic power unit (HPU) performance and system operation parameters for the acceptance test.

C.6.2.2 The Government reserves the right to observe all testing. The Contractor shall provide the COR with a test schedule at least two (2) weeks prior to the start of testing. (**CDRL A001**)

C.7 Parts List and Vendors, Data and Documentation / Progress Reports / Proposed Spare Parts List / Software User Manual / Commercial Off-The-Shelf (COTS) Manual & Associated Supplemental data.

C.7.1 The contractor shall provide for Commercial off the shelf (COTS) hardware, software, and computers used to update the system. All COTS software licenses shall be transferred to the Government in accordance with (**CDRL A002**).

C.7.2 The contractor shall provide monthly status reports which summarize work completed, significant accomplishments and discoveries of damaged parts that are not part of C.3. (**CDRL A003**).

C.7.3 The Contractor shall provide one (1) set of software reference manuals. This shall include any software written specifically for the Suspension Characterization Unit (SCU). (**CDRL A005**)

C.7.4 The contractor shall provide one (1) set of Proposed Spare Parts List. This shall include any parts that will require repair or maintenance for the ECU that is not part of the requirements listed in C.3. (**CDRL A004**)

C.7.5 The Contractor shall provide one (1) set of Commercial Off-The-Shelf (COTS) Manual and Associated Supplemental data. This shall include any additional software, component used to perform test on the Suspension Characterization Unit (SCU). (**CDRL A006**)

C.8 Installation

C.8.1 The Contractor shall verify all design, software changes and software testing at their facility prior to implementing the changes at TACOM's facility

C.8.2 The Contractor shall provide the necessary personnel, materials, and assistance to install the Suspension Characterization Unit (SCU) refurbishment/upgrades required as specified in this document in Building 215 at TARDEC. The Contractor shall contact the COR for a visit to the site prior to installation.

C.8.2.1 The Government will provide the necessary equipment and personnel to assist in the installation of the ECU

C.8.2.1.1 The Government will provide assistance in unloading and setting the ECU in the specified location by the COR per location designation in C.8.2.2.

C.8.2.2 The COR will provide accurate ECU location placement drawings of the facility prior to the final design review.

C.8.2.2.1 The location placement drawings will be utilized by the Contractor to facilitate proper ECU installation and diagnose any potential installation deficiencies.

C.8.3 After the Suspension Characterization Unit (SCU) refurbishment/upgrade is installed the contractor and Government shall perform the Acceptance Test. The acceptance test shall be complete within 14 days of installation.

C.8.4 The Government will assign the proper personnel to facilitate the installation, setup and commissioning of the ECU.

C.8.4.1 The Government anticipates the installation process to take 3 weeks.

C.9 Training

C.9.1 The Contractor shall provide 2 days of training to Government personnel in the operation of the hardware and software of the ECU. (**CDRL A007**)

- C.9.1.1 The Contractor’s training agenda shall comprise of:
 - C.9.1.1.1 Removing and installing the specimens onto the ECU
 - C.9.1.1.2 Understanding parameter sets, including ECU’s setup of acceleration compensation
 - C.9.1.1.3 Understanding the principles behind tuning the ECU
 - C.9.1.1.4 Preparing the ECU for test setup
 - C.9.1.1.5 Operating the ECU in a test scenario

C.10 Contract Data Deliverables List

- C.10.1 CDRL A001, Test Plan. (Contractor format is acceptable)
- C.10.2 CDRL A002 Parts list and vendors, data and documentations
- C.10.3 CDRL A003, Progress Report
- C.10.4 CDRL A004, Proposed Spare Parts List
- C.10.5 CDRL A005, Software User Manual
- C.10.6 CDRL A006, Commercial Off-The-Shelf (COTS) Manual and Associated Supplemental data
- C.10.7 CDRL A007, Training

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|-------------|------------|-------------|------------|
| 0010 | Destination | Government | Destination | Government |
| 0011 | N/A | N/A | N/A | Government |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|-----------------------------------|----------|--|--------|
| 0010 | POP 22-SEP-2014 TO 27-MAR-2015 | N/A | TARDEC IGOR BASESKI IGOR BASESKI RDTA-RS/ MS 157 6501 E 11 MILE ROAD WARREN MI 48397-5000 586-282-4935 FOB: Destination | W91ATL |
| 0011 | N/A | N/A | N/A | N/A |

ACCOUNTING AND APPROPRIATION DATA

AA: 0212014201520400000662622255 R.0010055.37 6100.9000021001
 COST CODE: A60FL
 AMOUNT: \$219,490.00
 CIN GFEB001054726200010: \$219,490.00

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|---|----------|
| 52.212-4 | Contract Terms and Conditions--Commercial Items | MAY 2014 |
| 52.245-1 | Government Property | APR 2012 |
| 52.247-34 | F.O.B. Destination | NOV 1991 |
| 252.211-7007 | Reporting of Government-Furnished Property | AUG 2012 |
| 252.225-7001 | Buy American And Balance Of Payments Program | DEC 2012 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | JUN 2012 |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel | JUN 2013 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-4016 TACOM-WARREN ELECTRONIC CONTRACTING (DEC 2012)

(a) All TACOM solicitations and awards are distributed on the TACOM-Warren Procurement Network (ProcNet) Business Opportunities website (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.

(c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the System for Award Management (SAM) at www.sam.gov (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:

https://acquisition.army.mil/asfi/solicitation_view.cfm W56HZV-14-R-A766

(3) If you found the solicitation by searching on ASFI, you can start the online bidding process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI BRS by going to <https://acquisition.army.mil/asfi/> and clicking on the Contracting Opportunities Search to find the solicitation.

(4) Once in the ASFI BRS, you will be asked to enter basic information and will then be directed to upload one or more files containing your offer and information required by the solicitation.

(5) You will receive a confirmation of your bid upon completion of the bid submission process.

(6) You can find detailed BRS user instructions on the ASFI website at https://acquisition.army.mil/asfi/BRS_guide.doc.

(e) Note to offerors:

Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the TACOM Contracting Center, Warren, Michigan. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

It is the offeror's responsibility to assure their proposal is received by the date and time specified above. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government infrastructure (in this case, received through ASFI) by the exact date and time specified above, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.

Unless otherwise authorized in the solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) On-Line Bid Response System (BRS). Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned to submit their proposals allowing adequate time for submission.

Solicitations may remain posted on the AFSI Open Solicitation Web page after the solicitation closes. Even though the system will allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award. If you are responding to a Request for Proposal, your offer will not be considered if it is submitted after the closing date and time unless one of the exceptions is met at FAR 15.208(b). If you are responding to a Request for Quotation, your quote may be considered if it is received after the closing date, and it will not unduly delay award.

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(g) If you have questions or need help using ProcNet, call our Electronic Contracting Help Desk at (586) 282-7059, or send an email to DAMI_AcquisitionCenterWebPage@conus.army.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/db/procurem.htm> to find a location near you.

End of Clause

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JULY 2014)

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

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

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

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (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. (Aug, 2013) (31 U.S.C. 6101 note).

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

(10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

- ___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- ___ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (13) [Reserved]
- ___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ___ (ii) Alternate I (NOV 2011).
- ___ (iii) Alternate II (NOV 2011).
- ___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- X (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (July 2013) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (Jul 2010) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (July 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- (23) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (25) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
- (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).
- (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (32) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- (33) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- (34) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-13.
- (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (41)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

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

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

___ (43) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

___ (44) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

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

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

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

___ (45) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (46) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

___ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

___ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

___ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

___ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

___ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (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).

X (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) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

X (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).
 - (ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
 - (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
 - (vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
 - (viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (ix) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
 - (x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

_____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (xi) 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.)
 - (xii) 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)
 - (xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).
 - (xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.232-4000(TACOM) CONTRACTING OFFICER'S AUTHORITY

(APR 2006)

The Contracting Officer is the only person authorized to approve additions or changes in any of the requirements under any contract, resulting from this solicitation, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, such change shall be solely at the risk of the contractor. (See General Provision, entitled: "Notification of Changes," FAR 52.243-7 or paragraph (c) of FAR 52.212-4).

[End of Clause]

52.232-4007

WIDE AREA WORK FLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS (AUG 2012)

The contractor shall use WAWF to electronically process invoices for payment and receiving reports. The contractor shall register to use WAWF and take the Web-based training at <https://wawf.eb.mil>. Direct any questions relating to the system and vendor training to the Ogden Help Desk at 866-618-5988.

To properly route an invoice and receiving report through WAWF, the contractor shall indicate the following when prompted:

1. Select the appropriate type of invoice as indicated below. **It is imperative that contractors select the proper type of invoice.** Improper selection of an invoice type will result in the delay of a payment or the rejection of an invoice submittal.

 Invoice and Receiving Report Combo (Supplies)

Use for contracts that are entirely for supply requirements or for contracts that are predominantly for supply requirements but also includes minimal service line items.

 X **Invoice 2-in-1 (Services)**

Use for contracts that are entirely for service requirements.

2. Use the following DoDAAC (Department of Defense Activity Address Code) codes when prompted:
 - Your firm's CAGE Code: 34145
 - Issue and Admin DoDAAC Code: W56HZV
 - Ship-To DoDAAC Code: W91ATL
 - Accept-By DoDAAC Code: W91ATL
 - Payment DoDAAC Code: HQ0490
3. Include the **Purchase Request Number** as specified in each Contract Line Item Number (CLIN). This number can be found at the bottom of the extended description of each CLIN. **NOTE:** The purchase request number may be different for each CLIN.
4. Indicate the proper **Unit of Measure** as specified in each CLIN. Failure to indicate the proper Unit of Measure will lead to vendor pay issues.

5. Indicate the following **Acceptor, Alternate Acceptor, and Contract Specialist** when the WAWF system prompts for “additional e-mail submission” after clicking “Signature”.

- Primary Acceptor Name: Igor Baseski
- Primary Acceptor e-mail: igor.baseski.civ@mail.mil
- Contract Specialist Name: Joe Simon
- Contract Specialist e-mail: joseph.r.simon13.civ@mail.mil

To track the status of an invoice, in WAWF click on the link, “Pay Status” (myInvoice-External link) found under the tab named “Lookup” or by going to <https://myinvoice.csd.disa.mil/index.html>. If the payment office indicated in the contract is Columbus, direct any payment related questions to the Defense Finance Accounting Services (DFAS) Columbus at 800-756-4571. If the payment office is other than Columbus, contact the contract administrator for the customer service phone/fax numbers.

[End of clause]

52.245-4000 (TACOM)

ACCOUNTABILITY OF ITEMS UNDER OVERHAUL/MAINTENANCE/REPAIR CONTRACTS
(MAY 2001)

The contractor shall, upon receipt of any items specified for overhaul, maintenance or repair, send the following information by email to:

DAMI_commrepro@conus.army.mil

This information will account for Government assets during transit and while in the possession of the contractor until they are returned and received by the Government or its representative.

(1) Upon receipt of Government assets, notification must be provided within 5 business days detailing the NSN, document number, quantity, and date of receipt for assets sent to the contractor in support of an overhaul/maintenance/repair program.

(2) A weekly report must be submitted showing how many assets were repaired, how many were scrapped and how many were shipped back to the Government under the overhaul/maintenance/repair program.

(3) All shipping documentation accompanying repaired assets returned to the Government must have the following statement annotated in the remarks portion of the shipping document: "RETURN FROM REPAIR, MARK FOR: (the document number under which the assets were received at the contractor location)." NOTE: The quantity shipped under each document number must not exceed the quantity received under that same document number.

[End of Clause]

52.246-4009 (TACOM) INSPECTION AND ACCEPTANCE POINTS: DESTINATION (FEB 1995)

Inspection and acceptance of supplies offered under this purchase order shall take place as specified here.

Inspection: DESTINATION
Acceptance: DESTINATION.

[End of Clause]

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR <http://acquisition.gov/comp/far/index.html>

DFAR <http://farsite.hill.af.mil/vfdfar.htm>

(End of clause)

LIST OF ATTACHEMENTS

LIST OF ATTACHMENTS

List of Addenda

| | <u>Title</u> | <u>Number of Pages</u> | <u>Transmitted by</u> |
|-----------|--------------|------------------------|-----------------------|
| Exhibit A | DD Form 1423 | 7 | Data |