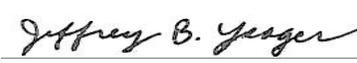


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0010589481		PAGE 1 OF 20			
2. CONTRACT NO. W56HZV-14-C-L756		3. AWARD/EFFECTIVE DATE 30-Sep-2014		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. 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: 541330 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: 15.0				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
15. DELIVER TO TARDEC IGOR BASESKI IGOR BASESKI RD TA-RS/ MS 157 6501 E 11 MILE ROAD WARREN MI 48397-5000			CODE W91ATL		16. ADMINISTERED BY INSTAL & VEHICLE SUP CONTRACTING DIV MAJ MICHAEL R. STOCK CCTA-HDC-D/MS 350 MICHAEL.R.STOCK2.MIL@MAILMIL WARREN MI 48437-5000				
17a. CONTRACTOR/OFFEROR CAMBER RIDGE LLC JAMES CUTTINO 8701 MALLARD CREEK RD CHARLOTTE NC 28262-6007 TELEPHONE NO. 704-688-5720			CODE 6MF60		FACILITY CODE		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 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) \$330,000.00		
<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:072014					<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) 				
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 30-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	CHANT Rolling Resistance Remanufacture FFP Contractor Remanufacture of the CHANT Tire Test Machine for Rolling Resistance, Force and Moment Measurement(EM) IAW the Statement of Work. For invoicing instructions see clause 52.232-4007 Wide Area Workflow. FOB: Destination PURCHASE REQUEST NUMBER: 0010589481	1	Job	\$330,000.00	\$330,000.00
					NET AMT
					\$330,000.00
					ACRN AA
					CIN: GFEB001058948100010
					\$330,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Contract Manpower Reporting FFP The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract and IAW the Statement of Work via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/ Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at: http://www.ecmra.mil FOB: Destination				\$0.00
					NET AMT
					\$0.00

STATEMENT OF WORK

Performance Work Statement

C.1 Program Objective

The primary objective of this acquisition is to update CHANT Tire Test Machine for Rolling Resistance, Force and Moment Measurement as described in Section C.2.

C.2 Statement of Work

- C.2.1 The Contractor shall act as an independent contractor and not as an agent of the Government shall accomplish the following:
- C.2.2 The Contractor shall execute the design that conforms to the requirements and criteria set forth:
- C.2.3 The Contractor shall design and build a rolling resistance, force and moment measurement capability for the TARDEC, Physical Simulation Test (PST) Team that will be retrofitted to the CHANT Tire Test Machine and will provide standardized testing results on a drum as called out by industry standards such as J1269 and ISO 28580.
- C.2.4 The Contractor shall provide a solution that measures and compensates CHANT Tire Test Machine for machine compliances and frictional losses that currently exist and non-consequential for the applications for which the machine was designed.
- C.2.5 The Contractor shall provide force-based rolling resistance measurement insensitive to CHANT Tire Test Machine friction and changes in performance based on thermal effects
- C.2.6 The Contractor shall provide configuration to remove bearing friction from rolling resistance measurement.
- C.2.7 The Contractor shall provide modular system and replaces existing spindle without modification to base of CHANT Tire Test Machine.
- C.2.8 The Contractor shall provide external metrology frame to compensate for machine compliances under loading.
- C.2.9 The Contractor shall provide following criteria to measure rolling resistance.
 - C.2.9.1 The Contractor shall provide External Metrology Frame to monitor machine deflections.
 - C.2.9.2 The Contractor shall provide methodology for removing bearing frictional losses.
 - C.2.9.3 The Contractor shall provide calibration methodology and fixtures.

- C.2.9.4 The Contractor shall provide 6 DOF (degree of freedom) load cell.
- C.2.9.5 The Contractor shall provide interchangeable module for either force and moment or rolling resistance measurement.
- C.2.9.6 The Contractor shall provide measurement of lateral, longitudinal, normal loads, overturning moment and restoring moment
- C.2.9.7 The Contractor shall provide a graphical user interface (GUI)
 - C.2.9.7.1 GUI has to provide to set up the test parameters, aid the operator through the steps of the test procedure and log data.
 - C.2.9.7.2 GUI has to provide an indication of achievement of steady state conditions by monitoring the measured spindle force.
 - C.2.9.7.3 GUI has to provide the means for entering all the relevant information for a given test including the parameters such as tire load, tire pressure, tire angles.
 - C.2.9.7.4 GUI has to perform the necessary data reduction and report generation
- C.2.9.8 The Contractor shall provide system with following limitation:
 - C.2.9.8.1 Radial Load of up to 30,000 lb
 - C.2.9.8.2 Camper control of -3° and $+7^{\circ}$
 - C.2.9.8.3 Yaw control of $\pm 5^{\circ}$
 - C.2.9.8.4 Drive speed of 60 mp

C.3 Documentation:

- C.3.1 The following data shall be provided concurrent with the CHANT Tire Test Machine for Rolling Resistance, Force and Moment Measurement in the Contractor's preferred format, unless otherwise specified:
- C.3.2 Two (2) sets of finalized operating and assistance manuals, in print and digital, which instruct the operator on the operation and maintenance of the CHANT Tire Test Machine for Rolling Resistance, Force and Moment Measurement. These manuals shall include the specific required maintenance procedure, along with a full calibration procedure, for the entire system. Calibration sheet for instrumentation shall be provided. **(IAW CDRL 002)**
- C.3.3 Two (2) sets of finalized reference manuals and drawings, in print and digital, for the hardware shall be provided. The hardware reference manual shall include all of the

- individual product manuals, as well as mechanical and electrical drawings of all components in the system and of the system itself. **(IAW CDRL 003)**
- C.3.4 Manuals shall be provided for Commercial Off-the-Shelf (COTS) hardware, software, and computers. All COTS software licenses shall be transferred to the Government. **(IAW CDRL 008)**
- C.3.5 The Contractor shall provide the Government with finalized engineering drawings including revisions and associated lists for the CHANT Tire Test Machine for Rolling Resistance, Force and Moment Measurement in accordance with DID DI-DRPR-81003. This data shall provide sufficient technical data describing the major components, performance, assembly, and installation of the CHANT Tire Test Machine for Rolling Resistance, Force and Moment Measurement. All drawings shall be Level 2 drawings and meet MIL-STD-31000. **(IAW CDRL 003)**
- C.3.6 Two (2) sets of manuals detailing all safety considerations, safety interlocks, failure probabilities, and any other relevant safety information shall be provided to satisfy MIL-STD-882C. **(IAW CDRL 002)**
- C.3.7 Two (2) sets of software reference manuals shall be provided. This shall include any software written specifically for the CHANT Tire Test Machine for Rolling Resistance, Force and Moment Measurement. **(IAW CDRL 007)**
- C.3.8 The Contractor shall provide the Government with a recommended spare parts list, along with part numbers, quantities, commercial sources, and estimated cost for the designated items. **(IAW CDRL 004)**
- C.3.9 Progress reports shall be given on a monthly schedule, and shall allow for adjustment as needed. **(IAW CDRL 001)**
- C.3.10 The Contractor shall provide an Operator's Manual detailing the operation and maintenance of the equipment. **(IAW CDRL 002)**
- C.3.11 The Contractor shall provide a Calibration Manual and establish a Calibration Verification Procedure **(IAW CDRL 006)**
- C.3.12 The Contractor shall provide a Certificate of Calibration stating the accuracy of each measurement and certifying the validity of each measurement performed in accordance to the CHANT Tire Test Machine for Rolling Resistance, Force and Moment Measurement Operator's Manual and CHANT Tire Test Machine for Rolling Resistance, Force and Moment Measurement Calibration Manual.

C.4 Deliverables and Test:

- C.4.1 The Contractor shall schedule and host a Preliminary Design Review (PDR) Meeting within 45 days of the contract award. At this PDR, the Contractor shall present installation conceptual drawing along with detail milestones and schedule for PST Manager and approval.
- C.4.2 The Contractor shall provide monthly status report and one review meeting. The progress reports shall summarized work completed to date on contract with specific references to the contract tasks completed, task not completed, status of on-going studies, studies completed during the reporting time period and any significant accomplishments, problems or delays.
- C.4.3 The Contractor shall host a Design Review Meeting (DRI) within four (4) months of contract award. At this Meeting, the Contractor will present its conceptual designs and receive input and clarification from the COTR.
- C.4.4 After the DRI, the Contractor shall begin the detailed design. Upon the completion of a draft design, in accordance with Section C.2, the Contractor shall again host a Design Review Meeting (DRII) to allow the Government to review the design before the commencement of any fabrication. This Meeting shall occur no later than six (6) months after DRI. At this Meeting, the Contractor shall demonstrate that the proposed design conforms to the requirements and criteria of Sections C.2
- C.4.5 After the COTR approves and releases the design, the Contractor shall commence the fabrication and procurement of the CHANT Tire Test Machine for Rolling Resistance, Force and Moment Measurement. The COTR shall have one (1) month to approve the Contractor's fabrication and procurement efforts.
- C.4.6 The Contractor shall schedule and host a separate Final Design Review (FDR) within 30 days of completion of final drawings. At the FDR, the Contractor shall present a final schedule of all project efforts and final status of program deliverables for TARDEC Leadership review and approval.
- C.4.7 The Contractor shall assemble and install the CHANT Tire Test Machine for Rolling Resistance, Force and Moment Measurement at TARDEC in VCL (Vehicle Characterization Laboratory, or a location at TACOM of the Government's choice within two (2) months of FDR
- C.4.7 After the Control System of CHANT Tire Test Machine in TARDEC is installed the contractor and Government shall perform the Acceptance Test. The acceptance test shall be complete within 14 days of installation.

C.4.8 The period of performance shall be for 18 months from date of award.

C.5 Fabrication

C.5.1 All parts shall be fabricated in accordance with best trade or industry practices.

C.5.2 Welded joints shall be free of cracks, porosity, voids, and gaps. Fillets shall be uniform and smooth. There shall be no damage of adjacent parts resulting from any welding operation.

C.5.3 All electrical devices shall be installed in accordance with Contractor-approved quality workmanship standards for electrical installation.

C.6 Test Plan

C.6.1 The Contractor, with Government assistance, shall develop a test plan to prove that the CHANT Tire Test Machine for Rolling Resistance, Force and Moment Measurement meets the requirements in C.2. **(IAW CDRL 005)**

C.6.2 The Contractor shall have a draft of this test plan completed one (1) month prior to DRIII. The final test plan shall be agreed upon at DRIII.

C.6.3 The acceptance test shall be done at TARDEC.

C.6.4 The Government reserves the right to observe all testing at the Contractor's facility. The Contractor shall provide the COTR with a detailed test schedule at least two (2) weeks prior to the start of testing.

C.7 Installation and Assembly

C.9.1 The Contractor shall provide all personnel, materials, and assistance necessary to install the Simulator in VCL at TARDEC. The Contractor shall contact the COTR for a visit to the site prior to installation.

C.9.2 The Contractor shall design, fabricate, build, and test the Simulator at their facility prior to shipment.

C.9.3 The Government will make available one support personnel during installation of the instrumented head on the spindle. These personnel will be on call, but will only be used as necessary when Contractor needs them.

C.10 Training

- C.10.1 The Contractor shall provide up to one (1) weeks of training for five (5) TARDEC personnel in the operation of the hardware and software required to knowledgeably conduct a characterization or performance test.

C.11 Contract Data Requirements List

- C.11.1 A001 CDRL Monthly contract progress report DI-MISC-80508B
- C.11.2 A002 CDRL Manuals / Documentation DID – none-contractor format acceptable
- C.11.3 A003 CDRL Engineering Drawings DI-DRPR-80651
- C.11.4 A004 CDRL Parts list DI-ILSS-80234A
- C.11.5 A005 CDRL Test Plan DI-NDTI-80566A
- C.11.6 A006 CDRL Calibration Manual DID none Contractor format acceptable
- C.11.7 A007 CDRL Software User Manual DI-IPSC-81443A
- C.11.8 A008 CDRL Commercial Off-The-Shelf (COTS) DI-TMSS-80527B
- C.11.9 A009 CDRL Training (COTS) DI-SESS-81523B

SECTION J

SECTION-J LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

LIST OF ATTACHMENTS

LIST OF EXHIBITS

Exhibit A	CDRLs, including Data Items	9	Transmitted By Data
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A001 CDRL Monthly contract progress report DI-MISC-80508B

A002 CDRL Manuals / Documentation DID – none-contractor format acceptable

A003 CDRL Engineering Drawings DI-DRPR-80651

A004 CDRL Parts list DI-ILSS-80234A

A005 CDRL Test Plan DI-NDTI-80566A

A006 CDRL Calibration Manual DID none Contractor format acceptable

A007 CDRL Software User Manual DI-IPSC-81443A

A008 CDRL Commercial Off-The-Shelf (COTS) DI-TMSS-80527B

A009 CDRL Training (COTS) DI-SESS-81523B

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 06-OCT-2014 TO 15-APR-2016	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: 0212014201520400000663633255 R.0012845.1.2 6100.9000021001
 COST CODE: A60FL
 AMOUNT: \$330,000.00
 CIN GFEBS001058948100010: \$330,000.00

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
52.252-2	Clauses Incorporated By Reference	FEB 1998
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-A543

(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.)

X (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).

X (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.)

X (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).

X (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—Subcon-tracting 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).
- X (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).

X (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (32) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

X (33) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

X (34) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).

X (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).

____ (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).

_____ (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: 6MF60
 - 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: MAJ Michael Stock
 - Contract Specialist e-mail: michael.r.stock2.mil@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]