

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0010490791-0002		PAGE 1 OF 30				
2. CONTRACT NO. W56HZV-14-P-A648		3. AWARD/EFFECTIVE DATE 13-Jun-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 type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR:  <input checked="" 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: 811310 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)    SIZE STANDARD: \$7M					
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 RDTA-DP RYAN JAKUC RYAN JAKUC RDTA-DP/BRDGMS 206 RYAN.T.JAKUC.CIV@MAIL.MIL 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@MAIL.MIL WARREN MI 48397-5000					
17a. CONTRACTOR/OFFEROR INDUSTRIAL FLUID MGMT INC JOHN MOILANEN 68325 HOWARD ST RICHMOND MI 48062-5600 TELEPHONE NO. 1-810-543-2341			CODE 4PRF2		FACILITY CODE 4PRF2		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
		<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>							26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$21,000.00</b>			
<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 type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.    ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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: dated 28 MAY 2014					<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 13-Jun-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><b>SEE SCHEDULE</b></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
0001	Regular Maintenance FFP The contractor shall provide two (2) regular maintenance calls in accordance with (IAW) the Statement of Work (SOW).  For invoicing instructions see clause 52.232-4007 Wide Area Workflow. FOB: Destination PURCHASE REQUEST NUMBER: 0010490791-0002	1	Job	\$9,180.00	\$9,180.00
				NET AMT	\$9,180.00
	ACRN AA CIN: GFEB001049079100001				\$9,180.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0002	Service Calls FFP The contractor shall provide service calls IAW the SOW.  Regular Service Call Labor Rate: \$150/hr Emergency Service Call Labor Rate: \$200/hr  The contractor shall invoice per service call made anytime during the period of performance.  For invoicing instructions see clause 52.232-4007 Wide Area Workflow. FOB: Destination PURCHASE REQUEST NUMBER: 0010490791-0002	1	Job	\$11,820.00	\$11,820.00	
					NET AMT	\$11,820.00
ACRN AA CIN: GFEB001049079100002					\$11,820.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0003	Contractor 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: <a href="http://www.ecmra.mil/">http://www.ecmra.mil/</a> 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 2014. Contractors may direct questions to the help desk at: <a href="http://www.ecmra.mil/">http://www.ecmra.mil</a> FOB: Destination				\$0.00	
					NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Regular Maintenance Opt Yr 1 FFP The contractor shall provide regular maintenance calls in accordance with (IAW) the Statement of Work (SOW).  For invoicing instructions see clause 52.232-4007 Wide Area Workflow. FOB: Destination				\$0.00

---

NET AMT	\$0.00
---------	--------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Service Calls Opt Yr 1 FFP The contractor shall provide service calls IAW the SOW.  Regular Service Call Labor Rate: \$150/hr Emergency Service Call Labor Rate: \$200/hr  The contractor shall invoice per service call made anytime during the period of performance.  For invoicing instructions see clause 52.232-4007 Wide Area Workflow. FOB: Destination				\$0.00

---

NET AMT	\$0.00
---------	--------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	Contractor Manpower Reporting Opt Yr 1 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: <a href="http://www.ecmra.mil/">http://www.ecmra.mil/</a> 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. Contractors may direct questions to the help desk at: <a href="http://www.ecmra.mil/">http://www.ecmra.mil</a> FOB: Destination				\$0.00
					NET AMT
					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Regular Maintenance Opt Yr 2 FFP The contractor shall provide regular maintenance calls in accordance with (IAW) the Statement of Work (SOW).  For invoicing instructions see clause 52.232-4007 Wide Area Workflow. FOB: Destination				\$0.00
					NET AMT
					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	Service Calls Opt Yr 2 FFP The contractor shall provide service calls IAW the SOW.  Regular Service Call Labor Rate: \$150/hr Emergency Service Call Labor Rate: \$200/hr  The contractor shall invoice per service call made anytime during the period of performance.  For invoicing instructions see clause 52.232-4007 Wide Area Workflow. FOB: Destination				\$0.00

---

NET AMT	\$0.00
---------	--------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	Contractor Manpower Reporting Opt Yr 1 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: <a href="http://www.ecmra.mil/">http://www.ecmra.mil/</a> 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. Contractors may direct questions to the help desk at: <a href="http://www.ecmra.mil">http://www.ecmra.mil</a> FOB: Destination				\$0.00

---

NET AMT	\$0.00
---------	--------

SOW

**PERFORMANCE WORK STATEMENT (PWS)  
Power Pack and Gantry Maintenance and Repair**

## TARDEC Bridge Technology Laboratory

### Part 1

#### General Information

1. **GENERAL:** This is a non-personnel services contract to provide Gantry and Power Pack Maintenance for TARDEC's Bridge Technology Laboratory. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Gantry and Power Pack Maintenance as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 Background: The Tank-Automotive Research, Development and Engineering Center (TARDEC) owns and operates load test gantry system for use on portable bridges which is located in B1424 at Selfridge Air National Guard Base. This TARDEC Bridge Technology Laboratory uses a hydraulic power system that requires regular maintenance and, over time, may leak and require immediate repair.

1.3 Objectives: The objective of this contract is for the contractor to provide inspection and maintenance and repair services for TARDEC Bridge Technology Laboratory's load test gantry hydraulic system. Components of the hydraulic system required for maintenance and repair through this contract include but not limited to hydraulic hoses and connections, valves, power pack strainers and filters and cylinder filters.

1.4 Scope: The contractor shall furnish all labor, supervision, management, and supplies to perform Maintenance and Repair Services at the TARDEC Bridge Testing Lab located at Building 1424 at Selfridge Air National Guard Base, Harrison Township, MI 48045.

1.5 Period of Performance: The period of performance shall be for one (1) Base Year of 12 months and two (2) 12-month option years. The Period of Performance reads as follows:

Base Year

Option Year I

Option Year II

#### 1.6 General Information

1.6.1 The contractor shall notify the Contracting Officer's Representative (COR) immediately by telephone or email if the dates that the work must be performed or data to be delivered will not be met. The contractor shall follow up with a letter or email to the COR.

1.6.2 The contractor shall provide their own equipment / tools necessary to execute this contract, as needed.

1.6.3 Government equipment on site at the Bridge Technology laboratory, to include but not limited to an aerial manlift, hand tools and power tools, will be available for contractor use. Contractor shall comply with Lab Standard Operating Procedures to include pre-operational training, pre-operational checks and services, use of personal protective gear, and safety precautions as directed by OSHA MiOSHA and Lab's Safety Officer.

1.6.4 The contractor is responsible to inspect, report, and repair any damage to government furnished equipment and tools incurred during its use. If the damage cannot be repaired, the contractor shall replace the government furnished equipment and tools.

1.6.5 The contractor, when finished with maintenance services, shall clean up the work site and all the government furnished equipment used. Equipment and work site shall be free of debris and oil. Equipment shall be returned to their original/storage locations. Contractor shall request COR (or COR designated alternate) inspection of work site for compliance 15 minutes prior to departure and receive government concurrence signature prior to departure.

1.6.6 Recognized Holidays: Contrator is not required to perform services on the following holidays.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.6.7 Hours of Operation: The contractor is responsible for conducting business, between the hours of 6 a.m. to 6 p.m. Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.8 Place of Performance: The work to be performed under this contract will be performed at the Bridge Technology Laboratory, 44090 Schilling St. SANGB Bldg 1424, Harrison Township, MI 48045.

1.6.6 Type of Contract: The government will award a Firm Fixed Price (FFP) contract.

1.6.7 PHYSICAL Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.6.8 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.10 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.11 Key Personnel: The follow personnel are considered key personnel by the government: Contract manager. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the

contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 8:00 a.m. to 4:30p.m, Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons.

1.6.12 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

1.6.13 Contractor Travel: Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification to the COR.

PART 2  
DEFINITIONS & ACRONYMS

**2. DEFINITIONS AND ACRONYMS:**

**2.1. DEFINITIONS**

2.1.1. **CONTRACTOR.** A supplier or vendor having a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2. **CONTRACTING OFFICER.** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3. **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. **DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5. **DELIVERABLE.** Anything that can be physically delivered but may include non-physical things such as meeting minutes.

2.1.6. **KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7. **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

2.1.8. **QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9. **QUALITY ASSURANCE Surveillance Plan (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.10. **QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11. **SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12. **WORK DAY.** The number of hours per day the Contractor provides services in accordance with the contract.

2.1.12. **WORK WEEK.** Is defined as Monday through Friday, unless specified otherwise.

**2.2. ACRONYMS:**

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off the Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit

PART 3  
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

**3. GOVERNMENT FURNISHED ITEMS AND SERVICES:**

3.1 Utilities: The Government will provide all utilities in the facility will be available for the contractor's use in performance of tasks outlined in this PWS. If utilities are furnished, the following is required: The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, such as turning off the water faucets or valves after using the required amount.

3.4 Equipment: The Government will provide Government equipment on site at the Bridge Technology laboratory, to include but not limited to an aerial manlift, hand tools and power tools, will be available for contractor use. Contractor shall comply with Lab Standard Operating Procedures to include pre-operational training, pre-operational checks and services, use of personal protective gear, and safety precautions as directed by OSHA MiOSHA and Lab's Safety Officer.

PART 4  
CONTRACTOR FURNISHED ITEMS AND SERVICES

**4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

PART 5  
SPECIFIC TASKS

**5. Specific Tasks:**

5.1. Basic Services. The contractor shall provide services for:

**5.1.1 Service Calls:** The contractor shall complete to following services two (2) times per year (approximately every six months). The Government will provide one (1) week advance notice for the service calls.

5.1.1.1 Remove, clean, inspect, and replace pump strainer under oil reservoir. Materials to include degreaser/Brake clean.

5.1.1.2 Remove, clean, inspect, and replace pump strainer near heat exchanger. Materials to include degreaser/Brake clean.

5.1.1.3 Replace pressure filter with new. Materials to include PALL HC9901FUP26H or equivalent.

5.1.1.4 Replace return filter with new. Material to include Parker 908649 20C HZ, or equivalent.

5.1.1.5 Replace Port-O-Clean oil filter with new. Material to include Filtration Products Corp FCD-075-803G or FPE-70-03G or equivalent.

5.1.1.6 Take oil samples and provide analysis report.

5.1.1.7 Collect oil during service and place in provided used oil drums.

5.1.1.8 Replace cylinder filters (Qty 10) with new. Material to include DonaldsonP164594 or equivalent.

5.1.1.9 Inspect hydraulic connections and identify leaks.

5.1.1.10 Clean all oil spills and leaks using government-provided absorbent and place used absorbent in provided drums.

5.1.1.11 Inspect hydraulic system and identify worn parts and cylinders.

**5.1.2** The contractor shall repair all leaks as identified in 5.1.1.9 and worn parts and cylinders as identified in 5.1.1.11.

5.1.3 Repair Documentation: The contractor shall provide, after the completion of repairs, a report detailing the work performed.

**\*Note: The maintenance manual and design information manuals are available electronically upon request.**

5.3. CONTRACTOR MANPOWER REPORTING (CMR): The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor shall report ALL Contractor manpower (including subcontractor manpower) required for performance of this contract. The Contractor shall completely fill in all the information in the format using the following web address <https://Contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative (COTR) or also know as the Contracting Officer's Representative (COR); (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor's name, address, phone number, e-mail address, identity of Contractor employee entering data; (5) Estimated direct labor hours (including sub-Contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-Contractors); (7) Total payments (including

sub-Contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each sub-Contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information); (11) Locations where Contractor and sub-Contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of Contractor and sub-Contractor employees deployed in theater this reporting period (by country). As part of its submission, the Contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a Contractor's system to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.



## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 16-JUN-2014 TO 15-JUN-2015	N/A	RDТА-DP RYAN JAKUC RYAN JAKUC RDТА-DP/BRDG206 RYAN.T.JAKUC.CIV@MAIL.MIL WARREN MI 48397-5000 586-239-5193 FOB: Destination	W91ATL
0002	POP 16-JUN-2014 TO 15-JUN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91ATL
0003	N/A	N/A	N/A	N/A
1001	N/A	N/A	N/A	N/A
1002	N/A	N/A	N/A	N/A
1003	N/A	N/A	N/A	N/A
2001	N/A	N/A	N/A	N/A



may be done electronically at the World Wide Web (WWW) site: <https://www.sam.gov/portal/public/SAM>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)

Rock Island - JMTC: <https://acquisition.army.mil/asfi/>

Red River Army Depot: <https://www.redriver.army.mil/>

Anniston Army Depot: <https://acquisition.army.mil/asfi/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Trading Partner Profile is contained in the basic SAM registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [usarmy.detroit.acc.mbx.wrn-web-page@mail.mil](mailto:usarmy.detroit.acc.mbx.wrn-web-page@mail.mil) or by calling (586) 282-7059.

[End of Clause]

52.204-4009 (TACOM) MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC  
COMMUNICATION (AUG 2008)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.
- (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) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must include an affirmative response from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 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) (Pub. L. 108-77, 108-78).

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

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (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) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_\_\_ (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]

X  (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.

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (July 2013) (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 (Sep 2010)(38 U.S.C. 4212).
- (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (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) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

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

\_\_\_ (42)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 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 (MAR 2012) of 52.225-3.

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

(iv) Alternate III (NOV 2012) of 52.225-3.

\_\_\_ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (44) 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).

\_\_\_ (45) 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).

\_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

\_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_ (52) 52.232-36, Payment by Third Party (July 2013) (31 U.S.C. 3332).

\_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

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

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

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

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

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

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

\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

(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) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (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 (JAN 2013) (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 (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiii) 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).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 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)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(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: 4PRF2
  - 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: Ryan Jakuc
  - Primary Acceptor e-mail: [ryan.t.jakuc.civ@mail.mil](mailto:ryan.t.jakuc.civ@mail.mil)
  - Alternate Acceptor Name: Eric Osterland
  - Alternate Acceptor e-mail: [eric.r.osterland.civ@mail.mil](mailto:eric.r.osterland.civ@mail.mil)
  - Contract Specialist Name: Joe Simon
  - Contract Specialist e-mail: [joseph.r.simon13.civ@mail.mil](mailto: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]

52.237-4000 (TACOM)

CONTRACTOR MANPOWER REPORTING (CMR)

(FEB 2013)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via secure data collection site. The contractor is required to completely fill in all required data fields in the format using the following web address: <https://cmra.army.mil>. The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Direct labor hours (including sub-contractors);
- (6) Direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

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 : <https://cmra.army.mil>.

[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/vdfar.htm>

(End of clause)