

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0010563233-0002		PAGE 1 OF 12				
2. CONTRACT NO. W56HZV-14-P-A719		3. AWARD/EFFECTIVE DATE 11-Aug-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: 333314 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: 500					
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 W4GH TANK-AUTOMOTIVE RDEC W4GH TANK-AUTOMOTIVE RDEC 6501 E 11 MILE ROAD SHIPPING AND RECEIVING BLDG 249 WARREN MI 48397-5000			CODE W91ATL		16. ADMINISTERED BY INSTAL & VEHICLE SUP CONTRACTING DIV CPT PAUL GARCIA CCTA-HDC\B MS 350 PAUL.M.GARCIA.MIL@MAIL.MIL WARREN MI 48397-5000					
17a. CONTRACTOR/OFFEROR BROOK-ANCO, CORP. BRIAN WRIGHT 7536 W MURRAY DR CICERO NY 13039-9773 TELEPHONE NO. 716-949-1186			CODE 1JPB1		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) \$95,687.00			
<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 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 type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</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.					<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. FEDBid Buy # 640040 OFFER DATED <u>31-Jul-2014</u> . 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) CHERYL JOHNS / CONTRACTING OFFICER TEL: 586-282-3725 EMAIL: cheryl.a.johns2.civ@mail.mil				31c. DATE SIGNED 11-Aug-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
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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
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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	Metallurgical and Stereo Microscopes FFP See attached performance work statement. FOB: Destination PURCHASE REQUEST NUMBER: 0010563233-0002	1	Each	\$95,687.00	\$95,687.00
NET AMT					\$95,687.00
ACRN AA CIN: GFEB001056323300010					\$95,687.00

PERFORMANCE WORK STATEMENT

C.3 REQUIREMENTS

C.3.1 The contractor shall provide the equipment and supplies that meet or exceed the performance requirements listed below:

- Optical Magnification 10x-2,000x thru eyepieces (objectives MUST INCLUDE PLAN APO 5x, 10x, 20x, 50x, 100x)
- Low magnification objective (1x if available) for macro observation that can be interchanged into nosepiece
- Digital Magnification 30x - 12,000x to Monitor
- Turret-type filter system
- Analyzer/Polarizer Interlock Mechanism - Links the attachment/release of the analyzer/polarizer.
- Brightfield/Darkfield aperture Switching - The field stop and aperture stop automatically open when switched from brightfield to darkfield. When returning to brightfield observation, the previous field and aperture stop settings are reproduced.
- Flash Prevention Mechanism - Reflection flashes when switching objective lenses are automatically prevented.
- Super-wide field of view.
- Dustproof & antistatic body
- Displays information such as objective lens magnification and illumination conditions. The calibration data is automatically changed when the objective magnification is changed. This feature makes the measurement function, grain sizing, and cast iron analysis module easy to use.
- Built in UV cut filter
- Lead-free optical system
- Specimen holder sets – one with 1”, 1.25”, and 1.5” recessed inserts and stage clip for rotation, one with adjustable 2mm-32mm opening.

- Stereo Microscope with minimum zoom ratio of 20:1. Includes double nosepiece with stereo-position (stereo view) and mono-position (on-axis view). Required for 3% Gage R&R acceptance on images supplied for measuring acceptance.
- Intelligent Zoom Body and intelligent nosepiece that communicates with software to display information such as objective lens magnification and illumination conditions, and change calibration when magnification is changed.
- Motorized Zoom for stereo focus enhancement (auto Z-axis focusing)
- Objectives – 0.5x and 1.0x
- Motorized focus
- Illuminators – Coaxial Epi Illuminator, Double Arm Fiber Illuminator, LED Ring Illuminator
- Tilting Trinocular Tube
- Tilting Stage for Stereo Microscope
- Minimum 5 megapixel color matrix CCD camera for stereo microscope
- Minimum 5 megapixel color matrix CCD camera for metallurgical microscope

One workstation capable of operating both microscopes, minimum specification to United States Government Configuration Baseline (USGCB) for both the operating system (Windows 7) and the resident version of Internet Explorer requires Check Point Full Disk Encryption (FDE) I Media Encryption (ME)

- Two 24" monitors
- Processor: Intel Xeon E5-2643 Processor (3.3GHz 4c)
- Operating System: Windows 7 Professional 64 English
- Microsoft Productivity Software: Adobe Acrobat XI Standard and Microsoft Office Professional 2013 (North America)
- Form Factor: Tower 5x6 Mechanical Shell with low inrush current power supply
- 1st Memory DIMM: 16GB ECC 2Rx4 PC3 1600MHz RDIMM Edit
- 2nd Memory DIMM: 16GB ECC 2Rx4 PC3 1600MHz RDIMM Edit
- 1st Video Adapter: NVIDIA Quadro K2000D (2GB Dual link DVI+DVI, Mini DP)

C.3.2 All systems must include on site installation, calibration to A2LA/ACCLASS ISO 17025, and training. Warranty includes 5 year on site all mechanical, optical, and electric components. Workstation Included. **All systems must be turn-key.**

C.3.3. Minimum Software Specifications: Live Measurement and Overlay Settings. Calibration (Auto, Manual). Z-Axis Extended Focus Imaging (EFI), with displacement compensation for stereo microscopes. 3D Visualization. . . clearly view complex structures. Image Stitching. Live Image Comparison. . . for fast inspection and size verification. Time Lapse Capture and Movie File Production. Combine Image Planes. Export Into Excel®. Manual Measurement Tools. Line Profiling. Auto Trace. Image Processing. Shading Correction. Annotation. Region of Interest-ROI. Window View Split Horizontal, Split Vertical, Cascade, Tile Horizontal, Tile Vertical, Auto/Manual Thresholding for Count and Size. Intensity and color based thresholding tools for identifying, counting and categorizing objects. Objects Editing. Macro-Enabled Recording Reflected Light Subtraction (HDR). Particle Analysis. Phase Analysis & Advanced Threshold.

Thickness Measurement (Layer Depth Measurement). 167 selectable measurement parameters. 3D reconstruction A 3D rendering picture can be created from Z stacked images. The 3-D presentation can be displayed as a normal or wire frame image. Illuminator control - Program controls illuminator shutter. Grain Size Measurement according to ASTM E112 (2000). Both intercept lines and planimetric counting are available. Ferrite in Cast Iron -Percent Ferrite is calculated by excluding the graphite area. Graphite can be sorted for calculation including portions with the same gray intensity value of the background pearlite. Graphite Analysis in Nodular Cast Iron -automatically generate measured data on the international standards regarding the cast iron. Must present graphite types and nodularity data according to the international standards such as ASTM A247-67 (1998), ISO 945 (1975), JIS G5502 (2001), KSD4302 (2002) with a single click. Non-metallic Inclusion Rating - determine the inclusion content of steel according ASTM E45 (2002), ASTM E1122 (1996), DIN 50602 (1985), ISO 4967(1998), KSD 0204 (2002), JIS G0555 (2003). Volume fraction based on ASTM E562-05 provides volume fraction of residual Austenite and Ferrite based on ASTM E562-05 Rust Analysis based on ASTM D610-08 and JIS H 8681-2.

Displays information such as objective lens magnification and illumination conditions. The calibration data is automatically changed when the objective magnification is changed.

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	15-SEP-2014	1	W4GH TANK-AUTOMOTIVE RDEC W4GH TANK-AUTOMOTIVE RDEC 6501 E 11 MILE ROAD SHIPPING AND RECEIVING BLDG 249 WARREN MI 48397-5000 410-436-5721 FOB: Destination	W91ATL

ACCOUNTING AND APPROPRIATION DATA

AA: 0212014201420200000111114310 R.0012635.2.1 6100.9000021001
 COST CODE: A60FL
 AMOUNT: \$95,687.00
 CIN GFEB001056323300010: \$95,687.00

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2014
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	JUN 2014
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.247-34	F.O.B. Destination	NOV 1991
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.201-4000 TACOM-WARREN OMBUDSPERSON Jan 06

Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>.

52.204-4005 (TACOM) REQUIRED USE OF ELECTRONIC COMMERCE (AUG 2012)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website: <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) System for Award Management (SAM). The SAM registration process may be done electronically at 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

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 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)

52.211-4000 (TACOM) MARKING OF SHIPMENT

(JUL 2008)

All packages must be marked with the contents and TACOM Contract/Order Number.
Failure to properly mark all shipments may result in delayed payment and possible rejection of invoices and/or shipments.

[End of Clause]

52.215-4405 (TACOM) ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR
EMPLOYEES; NON-DISCLOSURE STATEMENT

(AUG 2008)

1. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term "contractor employee" includes employees, agents, or representatives and all employees, agents or representatives of all subcontractors and suppliers.

2. (A) **Badges/Passes:** Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the Government, on each badge application form (STA Form 15 or 4109).

(B) Obtaining Badges:

"PICTURE" badges (generally issued to longer term visitors):

Furnish the Requiring Office or Procuring Contracting Officer (PCO) with two (2) copies, fully completed (those sections for each applicant), and signed, of STA Form 15 for each applicant;

"NON-PICTURE" badges (generally issued to shorter term visitors):

Upon arriving at the Detroit Arsenal at the TACOM Public Safety Office, Bldg. 232, complete a STA Form 4109 for the specific short term visit in question.

(C) Returning Badges (to the TACOM Public Safety Office, Building 232).

--Return Non-picture badges upon its expiration date.

--Return Picture badges within (3) three business days of any of the following:

The access-expiration date specified on the STA Form 15

If the contract is terminated, the date of termination;

If a visiting contractor employee is released, the date of employee release.

--Failure to comply with the requirements of this paragraph 2C may be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the Government in evaluating the contractor's past performance on future acquisitions .

(D) All contractor employees, while on the premises at TACOM Warren, shall continually wear the badge, which shall be visible at all times.

(E) The identification badge or pass issued to employees of the contractor is for his own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.

(F) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.

3. At the discretion of the Detroit Arsenal Commander, any individual known to have a criminal background involving violence may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other procedure deemed necessary for the security of Detroit Arsenal may be required at the discretion of Detroit Arsenal Public Safety Office.

4. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.

5. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be approved by the Detroit Arsenal Industrial Security Specialist and be held on file the Detroit Arsenal Intelligence and Security Division. Government employees hosting meetings will verify that the contractor employee's security clearance information is on file in the Detroit Arsenal Intelligence and Security Division prior to contractor access to classified information.

6. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPOM) and Army Regulation 380-5, *Department of the Army Information Security Program*.

7. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

**FORMAT FOR
NON-DISCLOSURE AGREEMENT**

I, _____, an employee of

_____, a
Contractor providing support services/supplies to Detroit Arsenal or its tenants (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number _____, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivery support services to Detroit Arsenal under contract; and WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WHEREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

WHEREAS, "nonpublic information" includes, but is not limited to such information as:

Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS' ACCESS TO ANOTHER CONTRACTOR'S PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);

Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);

Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);

Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);

Attorney work product;

Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and

Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: _____ (signature)

PRINTED NAME: _____

TITLE: _____

EMPLOYER: _____

[End of Provision]

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.

 X **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.

 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: 1JPB1
 - 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: Demetrios Tzelepis
 - Primary Acceptor e-mail: demetrios.a.tzelepis.civ@mail.mil

- Alternate Acceptor Name: Derek Sabiston
- Alternate Acceptor e-mail: derek.m.sabiston.civ@mail.mil

- Contract Specialist Name: CPT Paul M. Garcia
- Contract Specialist e-mail: paul.m.garcia.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]

52.246-4009 (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]