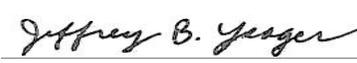


<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0010573570-0002		PAGE 1 OF 26			
2. CONTRACT NO. W56HZV-14-P-A824		3. AWARD/EFFECTIVE DATE 24-Sep-2014		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE 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: 561621 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)      SIZE STANDARD: \$20,000,000				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS Net 15 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
15. DELIVER TO  <b>SEE SCHEDULE</b>			CODE		16. ADMINISTERED BY INSTAL & VEHICLE SUP CONTRACTING DIV CPT CHRISTOPHER GARDINER CCTA-HDWS350 CHRISTOPHER.D.GARDINER.MIL@MAIL.MIL WARREN MI 48397-5000 CODE W56HZV				
17a. CONTRACTOR/OFFEROR FIRELAKE CONSTRUCTION, INC. MARY SLAVIN 14217 W 95TH ST LENEXA KS 66215-5208 TELEPHONE NO. 913-312-9540			CODE 685F6		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS-INDY VP GFEB5 8899 E 56TH STREET INDIANAPOLIS IN 46249-3800 CODE HQ0490		
<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
		<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>							26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$47,920.22</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 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. Quote 37004-MI OFFER DATED <u>19-Sep-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) JEFFREY B. YEAGER / CONTRACTING OFFICER TEL: 586-282-6200 EMAIL: jeffrey.b.yeager2.civ@mail.mil			31c. DATE SIGNED 24-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><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
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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
------------------------	------------------------	-------------

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	ICIDS Alarm Maintenance FFP See performance work statement. FOB: Destination PURCHASE REQUEST NUMBER: 0010573570-0002	1	Each	\$47,920.22	\$47,920.22
NET AMT					\$47,920.22
ACRN AA CIN: GFEB001057357000001					\$47,920.22

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Contractor Manpower Reporting FFP For instructions, see 52.237-4000 (Manpower Reporting) of this contract FOB: Destination				\$0.00
NET AMT					\$0.00

PERFORMANCE WORK STATEMENT

**Integrated Commercial Intrusion Detection System (ICIDS) IV Preventive Maintenance Services Directorate of Emergency Services, Physical Security Division**

**SCOPE:** As a subcontractor to BASOP contractor, provide certified and qualified personnel for maintenance support for Integrated Commercial Intrusion Detection System (ICIDS-IV) for 1 year at Detroit Arsenal located in Warren, MI.

**PURPOSE:**

The purpose of the Maintenance Plan is to provide the contractor the scope and overview of the ICIDS-IV at the Detroit Arsenal. This plan will address actions and support to ensure the ICIDS-IV System operates within program guidelines.

Included in this plan is also the contractor that installed the system. All security equipment that is within the 12 month installation warranty will be the responsibility of the installing vendor for repair and/or replacement, and will not fall within or be included under this agreement until the specific warranty period ends. Once the 12 month installation warranty expires, all security systems and equipment will be automatically included (absorbed) within this agreement. All security equipment and systems under parts/labor/installation warranty will remain the responsibility of the installing vendor. Once all warranties have expired, equipment will be included under the provisions of this agreement. All required preventive Maintenance and services not covered under the original installation warranty of systems will be included within this agreement. Parts/labor/installation warranties do not include preventive maintenance, therefore all installed Integrated Commercial Intrusion Detection System ICIDS-IV and related security systems will receive all preventive measures as defined within this agreement regardless of warranty period.

Post Warranty Support Contractor: To be considered for the awarding of this contract the contractor must meet the following requirements:

- 1) The awarded contractor must be a Value Added Reseller that can support ICIDS-IV as identified by DAQ. **\*NOTE: Proof of certification must be provided with solicitation and prior to award of contract**
- 2) The awarded contractor will maintain a SECRET facility Clearance with all personnel holding an active SECRET clearance or at a minimum an interim SECRET clearance. If requested, site visits will be sent via JPAS.

**EQUIPMENT:** The contractor will provide all replacement parts and equipment necessary at part cost to complete the work required. The government will not provide office space, computers, telephones or any other supplies.

**SCOPE OF WORK:** The servicing contractor must provide qualified on site technicians to provide maintenance oversight of all Integrated Commercial Intrusion Detection System (ICIDS-IV). All Qualifications must be verified before the awarding of this contract. In order to insure maximum efficiency of all security systems identified under this response to service calls and standard work performance will be initiated, monitored and recorded by the following criteria:

- 1) Within 24 hours of the work order request being submitted by the System administrator or their designated representative to the contractor. The contractor is required to have a technician on site to address and fix the issue/problem. Within 24 hours of the work being completed the

contractor will ensure that the repaired system meets the pre-failure operational status and configuration. Each system repair should be documented on the Maintenance Service Report (MSR) form. The MSR should be sent to the activity point of contact, BASOP contractor and System Administrator for retention of maintenance history. The MSR will document the fault, resolution and repair/replacement costs. The MSR will be provided to the government no later than 24 hours following the completion of service. When the returns to normal operation, notification will be made to the POC and MSR closed out.

2) All response time criteria are based upon a 24 hour a day, 7 day a week time frame. In 100% of all cases involving ICIDS Servers, ICIDS equipment providing alarm coverage to all zones, fixed & portable systems shall be restored to proper operating condition within six (6) hours of service personnel arriving on site. In 98% of all other cases involving system failure systems shall be restored to proper operating condition within six (6) hours of service personnel arriving on site. In 100% of all cases, IDS systems shall be restored within 24 hours after service personnel arrive on site.

3) Security systems identified and contained in this agreement include: Integrated Commercial Intrusion Detection System (ICIDS-IV). If the system have an internet protocol (IP) changed it is the responsibility of the contractor to coordinate with NETCOM to make the necessary changes to the system within the scope of this contract.

4) The contractor will be responsible for the removal of all wiring; equipment and excess material from each site where work is performed. In addition, the contractor assumes the responsibility of providing for all equipment and materials used in the performance of this contract. At no time will any representative of the Department of the Army (DA) or individual(s) assigned to Detroit Arsenal and off post activities assume responsibility for the security or safety of contracted personnel, their equipment or material during the performance of this contract.

5) The contractor will provide a certified technician to complete Quarterly Maintenance tasks. The quarterly maintenance will be coordinated with Physical Security Branch to set dates for visits and site findings/checklists will be completed. A quarterly maintenance visit checklist will be completed and signed by representative of Physical Security Branch and contractor personnel at the end of each quarterly maintenance visit. The checklist will verify communications is operational to all zones, determine status of shunted/offline/disabled sensors or zones as well as generating system backups of the PC-Starwatch database and Callistoview RADC files. Perform zone walk test and preventive maintenance for system components within the activity. Any deficiencies identified during these checks will be corrected at the time of the inspection if all requisite schedules allow. If rescheduling is necessary, the remedy may be scheduled for a different time during the same quarterly maintenance visit or scheduled for an emergency visit. Replacement parts will be provided for the correction of these deficiencies at the part cost. Each quarter 50% to 100% of all zones will be checked. By the end of the fourth quarter 100% of zones will be checked. The ICIDS-IV zone locations on and off the installation consist of the following:

Total Number of Zones On Post: 54  
Total Number of Zones Off-Post: 2  
SCIF- 1  
SAPS - 3  
Arms Rooms/Vault Facilities - 3  
Duress Facilities with exception of Arms Room – 7  
SIPRNET Rooms – 20  
Other Facilities - 18

- 6) The BASOP contractor and subcontractor are the only authorized contractor to service the ICIDS-IV system.
- 7) The contractor will provide 24 hour telephone support.
- 8) The contractor will provide 2 emergency visits per contract year.
- 9) The contractor will provide Contracting Manpower Reporting for every quarter. Complete Performance Verification Test upon completion of equipment installation or replacement. Provide user training when any change in the system is implemented warranting additional training. Delivery within 30 days, and 1 year standard parts and labor warranty on all equipment or software installation.
- 10) This maintenance and service contract/agreement will also include any additional increase of all IDS installed before or after acceptance of this agreement that may currently be under warranty. Once all warranties have expired, the equipment will be included under the provisions of this agreement and will be negotiated into this contract. This increase may include an estimate of 4-10 percent increase per year.

**MANAGEMENT:** The contractor shall manage the total work effort associated with services required herein to ensure fully adequate and timely completion of services. All equipment and laborers is the responsibility of the contractor. Detroit Arsenal Physical Security Staff will work together in forming and dispersing a preventive maintenance schedule to all requisite parties including all ICIDS alarm custodians. Physical Security Staff will provide contact information for ICIDS alarm custodians and ensure visitor pass is provided allowing access on the installation.

**QUALITY CONTROL:** The contractor is subject to periodic inspections conducted by the System Administrator, or designated representative, members of the Physical Security Branch of Directorate of Emergency Services and the ultimate end users (units whose assets are being protected). Technicians shall be ready with all necessary tools, test equipment, and supplies necessary to trouble shoot and correct system faults after testing is complete. Any failure in the operation of the alarm system will be viewed as unsatisfactory work and will not be accepted.

The Contract will provide a quality control plan to the COR within 10 days of award.

The Contractor will provide a safety plan to COR within 10 days of award.

The Contractor will provide an environmental plan (if applicable) to the COR within 10 days of award.

**QUALIFICATIONS OF PERSONNEL:** All employees of the security contractor must possess a minimum security clearance of SECRET, granted in accordance with AR 380-67, paragraph 3-400. A National Crime Information Center (NCIC) inquiry with favorable results will be conducted on each installer prior to any work commencing on this contract as directed by the Director of Emergency Services. Inquiries with other agencies that may possess additional information that have direct bearing on the honesty and stability of the individual installer will also be conducted with favorable results recorded. Contractor will only use those laborers trained, qualified and certified to perform all work associated with the installation of the ICIDS-IV

The Contractor shall provide the following documents and manuals prior to Government acceptance:

As Builds Drawing  
System Drawing  
Manufactures Data  
Software Data  
Operators Manual  
Technical Manual  
Maintenance Manual

**WARRANTY:** The Contractor shall warrant the systems against defects in materials and workmanship for period of one year from the date of Government acceptance to include scheduled and nonscheduled adjustments for equipment, components, and programming. The Contractor shall process all warranty claims with individual manufactures of equipment failures for a period of one year from the date of Government acceptance. The Contractor shall respond with an on-site visit, if required, with in one day of notification. The Contractor will provide the name and contact information of their point of contact (POC) for reporting and processing warrant claims.

**GOVERNMENT ACCEPTANCE:** Upon completion of work, the Contractor shall turn over a complete and functional system. The contractor will provide any training (if applicable).

#### 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	N/A	N/A	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 25-SEP-2014 TO 24-SEP-2015	N/A	DETROIT ARSENAL/TONY SHEARD DETROIT ARSENAL/TONY SHEARD 6501 E. ELEVEN MILE ROAD WARREN MI 48397 FOB: Destination	W56JK7
0002	POP 25-SEP-2014 TO 24-SEP-2015	N/A	N/A FOB: Destination	

## ACCOUNTING AND APPROPRIATION DATA

AA: 02120142014202000001131312572ACT0029 000010023346 6100.9000021001  
 COST CODE: A2ACT  
 AMOUNT: \$47,920.22  
 CIN GFEBS001057357000001: \$47,920.22

## CLAUSES INCORPORATED BY REFERENCE

52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.247-34	F.O.B. Destination	NOV 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7006	Billing Instructions	OCT 2005
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
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
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](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 Training 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)

52.204-4020 ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES (JUN 2012)

The contractor and all associated subcontractors' employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures (provided by the Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

(End of Clause)

## 52.209-4020 - AT LEVEL I TRAINING (OCT 2013)

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 60 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each contractor employee and subcontractor employee requiring access to Army installations, facilities, or controlled access areas to the COR (or to the contracting officer, if a COR is not assigned) within 60 calendar days after completion of training. AT Level I awareness training is available at <https://jkodirect.jten.mil> Course #JS-US007-14.

(End of Clause)

## 52.209-4022 iWATCH TRAINING (JUN 2012)

The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 60 calendar days of contract award and within 60 calendar days of new employees' commencing performance, with the results reported to the COR no later than 100 calendar days after contract award.

(End of Clause)

## 52.204-4021 OPSEC TRAINING REQUIREMENT (JUN 2012)

Per AR 530-1, *Operations Security*, new contractor employees must complete Level I OPSEC training within 30 calendar days of reporting for duty. All contractor employees must complete annual OPSEC awareness training.

(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)).

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

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

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

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

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

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

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

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).

\_\_\_ (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.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (July 2013) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (July 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (23) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- 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)).

- X   (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).
- (32) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- (33) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- (34) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-13.
- (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (41)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- X   (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- (43) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- (44) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

- \_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.
- \_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.
- \_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.
- \_\_\_\_ (45) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_X\_ (46) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_\_ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_\_ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)
- \_\_\_\_ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_\_ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_\_ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_X\_ (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).
- \_\_\_\_ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).
- \_\_\_\_ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- \_\_\_\_ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_\_ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- \_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)
- \_X\_ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- \_X\_ (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).
- \_X\_ (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).

X   (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

       (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

       (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

       (7) 52.222-17, 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)

52.204-4022(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: 685F6
  - Issue and Admin DoDAAC Code: W56HZV
  - Ship-To DoDAAC Code: W56JK7
  - Accept-By DoDAAC Code: W56JK7
  - 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: Linnon Farris
  - Primary Acceptor e-mail: linnon.c.farris.civ@mail.mil
  - Alternate Acceptor Name: Randy Depew
  - Alternate Acceptor e-mail: randy.j.depew2.civ@mail.mil
  - Contract Specialist Name: CPT Christopher D. Gardiner
  - Contract Specialist e-mail: christopher.d.gardiner.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]

52.237-4000 (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]

52.242-4016  
COMMUNICATIONS

(FEB 2013)

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Contracting Officer Representative (COR). Communications for the COR shall be addressed to:

Name: Tony Sheard

E-mail: tony.r.sheard.civ@mail.mil

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: CPT Christopher Gardnier

E-mail: christopher.d.gardiner.mil@mail.mil

Please see the appointment letters prepared at time of contract award for functions the COR and ACO will perform on this contract.

[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):

<http://farsite.hill.af.mil>

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

## 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
.....	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
.....	

(If items are identified in the Schedule, insert "See Schedule" in this table.)

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

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

\*\* Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)