

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0010564927		PAGE 1 OF 25			
2. CONTRACT NO. W56HZV-15-D-0001		3. AWARD/EFFECTIVE DATE 15-Oct-2014		4. ORDER NUMBER		5. SOLICITATION NUMBER W56HZV-14-T-A425		6. SOLICITATION ISSUE DATE 15-Sep-2014	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME 03:00 PM 22 Sep 2014	
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: 541380 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$14M				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
15. DELIVER TO TARDEC BENJAMIN THOMAS BENJAMIN THOMAS 42124 LAKE STREET (BLDG 350) BENJAMIN.D.THOMAS31.CIV@MAIL.MIL HARRISON TOWNSHIP MI 48045-5011			CODE W91ATL		16. ADMINISTERED BY INSTAL & VEHICLE SUP CONTRACTING DIV CPT CHRISTOPHER GARDINER CCTA-HDWS350 CHRISTOPHER.D.GARDINER.MIL@MAIL.MIL WARREN MI 48397-5000				
17a. CONTRACTOR/OFFEROR RTI LABORATORIES INC DAVID 31628 GLENDALE ST LIVONIA MI 48150-1827 TELEPHONE NO. (734) 422-8000 EXT 302			CODE 3B3F9		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							26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$149,998.00		
<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. RTI Catalog OFFER DATED <u>22-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) <i>Jeffrey B. Yeager</i>				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) JEFFREY B. YEAGER / CONTRACTING OFFICER TEL: 586-282-6200 EMAIL: jeffrey.b.yeager2.civ@mail.mil			31c. DATE SIGNED 15-Oct-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
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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	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Water and Wastewater Quality Testing FFP Reference Performance Work Statement	1	Job	\$74,999.00	\$74,999.00

The maximum amount of work that may be ordered under this contract is \$149,998.00 dollars. The minimum amount of work that shall be ordered under this contract is \$1,000.00 dollars.

During any given ordering year, cumulative task order awards may not exceed \$74,999.00

The contractor will be provided notice of the Governments intent to place additional task orders not less than 10 days prior than the required start of performance.

Authorized ordering activity is Army Contracting Command- Warren (ACC-WRN). Orders will be made in writing, no oral orders are authorized.

FOB: Destination
PURCHASE REQUEST NUMBER: 0010564927

MAX NET AMT	\$74,999.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Contract Data Requirements List FFP Technical report as set forth in Contract Data Requirements List (CDRL) DD Form 1423. Described in section 1.6 of Performance Work Statement. FOB: Destination				NSP
					NET AMT
					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Contractor Manpower Reporting FFP In accordance with clause #52.237-4000, the required information shall be reported to the secure website. The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for Calibration Service via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/ . Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at: http://www.ecmra.mil/ FOB: Destination				\$0.00 NC
					NET AMT
					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001	Water and Wastewater Quality Testing FFP Reference Performance Work Statement	1	Job	\$74,999.00	\$74,999.00

The maximum amount of work that may be ordered under this contract is \$149,998.00 dollars. The minimum amount of work that shall be ordered under this contract is \$1,000.00 dollars.

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The contractor will be provided notice of the Governments intent to place additional task orders not less than 10 days prior than the required start of performance.

Authorized ordering activity is Army Contracting Command- Warren (ACC-WRN). Orders will be made in writing, no oral orders are authorized.

FOB: Destination

MAX NET AMT	\$74,999.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
1002	Contract Data Requirements List FFP Technical report as set forth in Contract Data Requirements List (CDRL) DD Form 1423. Described in section 1.6 of Performance Work Statement. FOB: Destination				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	<p>Contractor Manpower Reporting FFP In accordance with clause #52.237-4000, the required information shall be reported to the secure website. The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for Calibration Service via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/.</p> <p>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.</p> <p>Contractors may direct questions to the help desk at: http://www.ecmra.mil/ FOB: Destination</p>				\$0.00 NC
NET AMT					\$0.00

ANALYTICAL SUPPORT SERVICES

SECTION A: Solicitation Contract Form

A.1. This is a sole source set-aside small business solicitation for commercial services to RTI Laboratories, Inc. (CAGE 3B3F9)

A.2 The NAICS code applicable to this acquisition is 541380.

SECTION C: Performance Work Statement

1. **GENERAL:** This is a non-personal services contract to provide various water and wastewater samples analysis for operational testing of water purification units. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the contractor who, in turn, is responsible to the United States Government (USG).

1.1. Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and

non-personal services necessary to perform various water and wastewater sample analysis as defined in this Performance Work Statement (PWS).

1.2. Background: The contractor shall be responsible for providing services necessary to conduct detailed analysis of various water and wastewater samples collected by the **Tank Automotive Research, Development and Engineering Center's** (TARDEC) Water Treatment and Handling Equipment Team during operational testing of water and wastewater purification systems. During the testing, samples of the various system process streams shall be collected and analyzed periodically to verify the performance of the purification unit.

1.3. Scope: The purpose of this Performance Work Statement (PWS) is to describe all requirements applicable to the contract. The contractor shall provide all labor, equipment, and analytical materials, except as noted elsewhere in this document, to perform this various water and wastewater samples analysis services contract

1.4. Requirements:

1.4.1. The contractor shall perform a variety of analytical support services according to established NSF, ANSI, and EPA methods. When no documented procedures exist, or when sample size or type precludes the use of standard methods or procedures, the contractor shall recommend methodologies or procedures for use, subject to review and approval by TARDEC. The contractor shall provide analytical support analyses described in the attached document "RTI List 2014", including but not limited to the following:

- Total Suspended Solids (TSS)
- Total Dissolved Solids (TDS)
- Total Hardness
- Alkalinity
- Five Day Biochemical Oxygen Demand (BOD5)
- Chemical Oxygen Demand (COD)
- Total Phosphorus
- Total Nitrogen
- Total Organic Carbon (TOC)
- Color
- UVA
- Total Coliform
- E. Coli
- MS2 Coliphage

1.4.2. Quality Assurance: The contractor will state in their quotation which established NSF, ANSI, and EPA methods or procedures the contractor will perform the various water and wastewater samples analysis, stated in this PWS.

1.4.2.1. The contractor will state in their quotation if no documented methods or procedures exist, or the sample size or type precludes the established NSF, ANSI, and EPA methods or procedures. The contractor shall recommend methodologies or procedures for use, subject to review and approval by TARDEC.

1.4.3. Sample Preparation: The contractor shall provide sample bottles and coolers for packaging. The contractor shall provide instructions for sample collection and preservation, as required, for all field and laboratory samples prior to collection.

1.4.3.1. Coolers and Supplies: The contractor will provide sample containers and coolers to support analytical activities, stated within this PWS. Supplies may include a slight bottle excess (10%) in case breakage. The contractor will include the cost of bottles and cooler usage in their submitted quote.

1.4.3.2. Coolers and Supplies Shipping: The containers and preservatives required by this PWS shall be delivered via ground transportation. The contractor should specify the minimum number of days advance notice required to achieve shipment by ground transportation.

1.4.3. Sample Disposal: The contractor will dispose of samples, sample extracts and digestates, at no additional cost to the government, after the final report is issued using best treatment methods defined by U.S. EPA.

1.4.4. Place of Performance for Sample Pickup: The contractor shall provide sample pick up services at TARDEC's Fresh Water Treatment Test Facility (FWTTF), located at 42124 Lake Street (Bldg. 350) Selfridge Air National Guard Base (SANG), MI 48045-5011. The samples shall be picked up for analysis prior to the samples hold time for proper analysis. The samples will be picked up as specified by TARDEC as often as once a day Monday-Friday. The Contractor shall be notified at least 1 week prior to required pickup.

1.4.4.1. Security: The contractor shall be escorted onto Selfridge Air National Guard Base (SANG) for sample pickup. The contractor shall possess proper picture identification in order to adhere to current installation security policies.

1.4.4.2. Physical Security: The contractor shall be responsible for the transportation and safeguarding of all Government samples, once released to the contractor. The contractor will provide documentation that verify the exchange of possess of the various water and wastewater samples.

1.4.4.1. Recognized Holidays: The contractor is not required for Sample Pickup on Federal Holidays.

New Year's Day

Martin Luther King Jr.'s Birthday

President's Day

Memorial Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Independence Day

Christmas Day

1.4.4.2 Hours of Operation: The contractor is responsible for Sample Pickup between the hours of 0700 - 1600 Monday thru Friday, except federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

1.5. Period of Performance: The period of performance shall be for one base year. The period of performance reads as follows:

Base Year: October 2014-October 2015

Option Year: October 2015-October 2016

1.6. Technical Report: The contractor shall document all data and results found during testing. A test report conveying results of these tests will be submitted at the conclusion of each effort. The contractor shall prepare and submit this report IAW with the attached CDRL located within this solicitation, Data Item No. A001. The technical reports will be returned to TARDEC NLT 10 business days after the sample has been received by the contractor.

1.7. Post Award Conference/Periodic Progress Meetings: The contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer (KO), contracting officer's representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.8. Permits, Licenses and Responsibilities: The contractor shall be responsible for obtaining any necessary licenses and permits; giving all notices; and complying with any applicable Federal, State and municipal laws, codes and regulations in connection with performance under this contact.

CDRL

CONTRACT DATA REQUIREMENTS LIST <small>(1 Data Item)</small>						Form Approved OMB No. 0704-0188				
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.										
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP <input type="checkbox"/> TM <input type="checkbox"/> OTHER <u>Commercial Item</u>						
D. SYSTEM/ITEM Technical Report			E. CONTRACT/PR NO.		F. CONTRACTOR RTI Inc.					
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Technical Report			3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80711A			5. CONTRACT REFERENCE		6. REQUIRING OFFICE RDTA-SIE-ES-FPT-WTH					
7. DD 260 REQ N/A	8. DIST STATEMENT REQUIRED DIST A	10. FREQUENCY SEE BLOCK 16	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION						
8. APP CODE	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION PER REQUEST	14. ADDRESSEE	b. COPIES	Draft	Final	Repro			
16. REMARKS The following Technical Report shall be delivered: Technical Report of Analysis on provided sample kits. BLOCK 10: 1x Per Analysis BLOCK 12: The Technical Report shall be submitted via Email NLT 10 Business days from the delivery of the sample to the contractor, in accordance with the Performance Work Statement. BLOCK 14: 1. benjamin.d.thomas31.civ@mail.mil 2. bobby.shalewitz.civ@mail.mil 3. james.s.dusenbury.civ@mail.mil			SEE BLOCK 16	1	1					
						16. TOTAL	1	1		
G. PREPARED BY THOMAS.BENJAMIN.D.139492178			H. DATE 20140808	I. APPROVED BY		J. DATE				

17. PRICE GROUP IV
18. ESTIMATED TOTAL PRICE \$0.00

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>		
A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP <input type="checkbox"/> TM <input type="checkbox"/> OTHER <u>Commercial Item</u>
D. SYSTEM/ITEM Technical Report	E. CONTRACT/PR NO.	F. CONTRACTOR RTI Inc.
16. REMARKS <i>(Continued)</i>		

MAXIMUM AND MINIMUM FOR IDIQ

The maximum amount of work that may be ordered under this contract is \$149,998.00 dollars. The minimum amount of work that shall be ordered under this contract is \$1,000.00 dollars.

During any given ordering year, cumulative task order awards may not exceed \$74,999.00

The contractor will be provided notice of the Governments intent to place additional task orders not less than 10 days prior than the required start of performance.

Authorized ordering activity is Army Contracting Command- Warren (ACC-WRN). Orders will be made in writing, no oral orders are authorized.

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
			\$149,998.00

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$
0003		\$		\$
1001		\$		\$

1002	\$	\$
1003	\$	\$

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
0003	N/A	N/A	N/A	Government
1001	Destination	Government	Destination	Government
1002	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 16-OCT-2014 TO 15-OCT-2015	N/A	TARDEC BENJAMIN THOMAS BENJAMIN THOMAS 42124 LAKE STREET (BLDG 350) BENJAMIN.D.THOMAS31.CIV@MAIL.MIL HARRISON TOWNSHIP MI 48045-5011 586-282-6451 FOB: Destination	W91ATL
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
1001	POP 16-OCT-2015 TO 15-OCT-2016	N/A	TARDEC BENJAMIN THOMAS BENJAMIN THOMAS 42124 LAKE STREET (BLDG 350) BENJAMIN.D.THOMAS31.CIV@MAIL.MIL HARRISON TOWNSHIP MI 48045-5011 586-282-6451 FOB: Destination	W91ATL

1002	N/A	N/A	N/A	N/A
1003	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

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
252.232-7003	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

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)

52.204-4016 TACOM-WARREN ELECTRONIC CONTRACTING

(DEC 2012)

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

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

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

(d) Requirements for the online ASFI bid submission:

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

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:
https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=-1-

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

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

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

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

(e) Note to offerors:

Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the TACOM Contracting Center, Warren, Michigan. In accordance with FAR 15.208(a), offerors are

responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

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

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

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

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

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

End of Clause

KS7317

52.212-4003 (TACOM)

ALL OR NONE--COMMERCIAL ITEM ACQUISITION

(SEPTEMBER 1996)

This provision serves as an addendum that modifies paragraph (h) of FAR 52.212-1, entitled INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS. Paragraph (h) is modified to say that you must offer to provide the total quantity of the items in this solicitation. ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL NOT BE CONSIDERED FOR AWARD

52.214-4000 (TACOM)
ACKNOWLEDGEMENT OF AMENDMENTS (OCT 1993)

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date in the box below:

Amendment Number	Date

[End of Provision]

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000 (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of \$149,998.
- (2) Any order for a combination of items in excess of \$149,998. or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **three and one half years**.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

_____.
(End of clause)

52.217-4007 (TACOM) OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM
(AUG 2008)

The Government may require the delivery of the numbered line items(s), identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 120 days after the end of the last ordering year. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

[End of Clause]

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

i. (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: 3B3F9
 -
 - Issue and Admin DoDAAC Code: W56HZV
 -
 - Ship-To DoDAAC Code: W91ATL
 -
 - Accept-By DoDAAC Code: W91ATL
 -
 - Payment DoDAAC Code: W91ATL
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: Benjamin Thomas
 - Primary Acceptor e-mail: benjamin.d.thomas31.civ@mail.mil
 - Alternate Acceptor Name: Lateefah Brooks
 - Alternate Acceptor e-mail: lateefah.c.brooks.civ@mail.mil
 - Contract Specialist Name: CPT Christopher 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: -1-
- E-mail: -2-

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

- ACO: -3-
- E-mail: -4-

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]

FS6457
52.242-4457 (TACOM)
DELIVERY SCHEDULE FOR DELIVERY ORDERS

(MARCH 2000)

Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

- (2) Start deliveries -1- days after the delivery order date. -2- Continue delivering every thirty days, if necessary, until all items are delivered.
 - (a) You'll deliver a minimum of -3- units every 30 days;
 - (b) You can deliver more than the minimum number of units every thirty days: -4-
- (3) Delivery is defined as follows:
 - 1. FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.
 - 2. FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.
- (4) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.
 CONTRACTOR'S PROPOSED SCHEDULE:
 - 1. I WILL START DELIVERIES _____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, _____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.
 - 2. I WILL DELIVER A QUANTITY OF UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _____ UNITS EVERY 30 DAYS.

ATTENTION: IF YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DELIVER UP TO A MAXIMUM QUANTITY OF -5- EVERY 30 DAYS.

(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]

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(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)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from 16 October 2014 through 15 October 2016.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)