

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0010561863-0003		PAGE 1 OF 18				
2. CONTRACT NO. W56HZV-14-C-L751		3. AWARD/EFFECTIVE DATE 29-Sep-2014		4. ORDER NUMBER		5. SOLICITATION NUMBER W56HZV-14-R-A749		6. SOLICITATION ISSUE DATE 19-Sep-2014		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME BRADLEY ZEMKE				b. TELEPHONE NUMBER (No Collect Calls) 586-282-6473		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 23 Sep 2014		
9. ISSUED BY CODE W56HZV INSTAL & VEHICLE SUP CONTRACTING DIV BRADLEY ZEMKE CCTA-HDC-C/MS 350 BRADLEY.J.ZEMKE.CIV@MAIL.MIL WARREN MI 48397-5000 TEL: 586-282-6473 FAX: 586-282-8636			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: 337215 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: 500							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING				
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				
15. DELIVER TO CODE W74R7L U S ARMY CENTER OF MILITARY HISTORY LESLIE RYAN 7 FRANFKFORD AVE. ANNISTON AL 36201-4199			16. ADMINISTERED BY CODE W56HZV INSTAL & VEHICLE SUP CONTRACTING DIV 6501 E. 11 MILE ROAD WARREN MI 48397-5000							
17a. CONTRACTOR/OFFEROR CODE 5U765 FACILITY CODE SPACESAVER SYSTEMS, INC. KARL WARNER 10800 CONNECTICUT AVE KENSINGTON MD 20895-2102 TELEPHONE NO. 301-933-9390			18a. PAYMENT WILL BE MADE BY CODE HQ0490 DFAS-INDY VP GFEB5 8899 E 56TH STREET INDIANAPOLIS IN 46249-3800							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
		SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA See Schedule							26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$816,488.10			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. REF:					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE					
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Heather M Mوندt</i>					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) HEATHER M. MUNDT / CONTRACTING OFFICER TEL: 586-282-6506 EMAIL: heather.m.mundt.civ@mail.mil				31c. DATE SIGNED 29-Sep-2014	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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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 A - Solicitation/Contract Form

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>.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Museum Cabinet FFP The contractor shall provide museum cabinets in accordance with the Statement of Work, which can be found in section c. FOB: Destination BRAND NAME/SOLE SOURCE: BN MFR PART NR: DDLX800-20FT PURCHASE REQUEST NUMBER: 0010561863-0003	26	Each	\$4,660.20	\$121,165.20
					NET AMT
					\$121,165.20
					ACRN AA
					CIN: GFEB001056186300010

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Flag Cabinet FFP The contractor shall provide museum flag storage cabinets in accordance with the Statement of Work, which can be found in section c. FOB: Destination BRAND NAME/SOLE SOURCE: BN MFR PART NR: FFU-9092-20 PURCHASE REQUEST NUMBER: 0010561863-0003	43	Each	\$16,170.30	\$695,322.90
					NET AMT
					\$695,322.90
					ACRN AA
					CIN: GFEB001056186300020

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Data				NSP

The contractor shall provide the data required in accordance with the Statement of Work and the Contract Data Requirements List (CDRL) A001 and A002.
FOB: Destination

NET AMT

Section C - Descriptions and Specifications

STATEMENT OF WORK

Statement of Work

Delta Designs Ltd. Cabinetry

U.S. Army Center of Military History, Museum Division, Anniston, AL

Part 1

General Information**1.1 Description of End Item/Introduction:**

US Army Center of Military History (USACMH) desires to obtain Delta Designs Ltd Cabinets for historical property.

The Contractor shall furnish and install Delta Designs Ltd cabinets in accordance with this Statement of Work at US Army Center of Military History, Historical Clearing House (MDH), 7 Frankford Ave, Anniston AL 36201-4199.

1.2 Background:

The USACMH Museum Division's mission requires that it manage the Army Museum System (AMS), maintain accountability of Army historical property, and serve as the repository of the Army's material culture historical artifacts. The USACMH is accountable for all Army-owned historical property.

1.3 Objectives: Contractor shall furnish and install Delta Designs Ltd cabinets for the Center of Military History Museum Division for use in the Historical Clearing House, located at Anniston Army Depot, AL.

1.4 Period of Performance: The items shall be delivered within 180 days of order.

1.5 General Information

1.5.1 Recognized Holidays: The contractor is not required to deliver the requested products on holidays.

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

1.5.2 Hours of Operation: The contractor may access Anniston Army Depot, AL, between the hours of 7 AM – 4:00PM 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. Hours of operation can be altered if necessary by the requirements of the project and with the agreement of CMH staff.

1.5.3 Delivery Location: Delivery of the product shall be to the Historical Clearing House, Anniston Army Depot, AL.

1.5.4 Special Qualifications: NA.

1.5.5 Contractor Personnel Training: The Contractor shall ensure that its personnel, to include sub-contract personnel are adequately trained in the installation of the Delta Designs Ltd cabinets to support the contract requirements.

1.5.6 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, , and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's progress. At these meetings the contracting officer will apprise the contractor of it's progress and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

Part Two Definitions and Acronyms

MDH. Historical Clearing House

USACMH- The U.S. Army Center of Military History

MSC – Museum Support Center

AMS – Army Museum System

GFP- Government Furnished Property

Part Three GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3.1 The Government shall provide access to the Historical Clearing House, 7 Frankfort Avenue, Anniston, AL 36201.

Part Four CONTRACTOR FURNISHED ITEMS

4.1 Except for those items specifically stated to be government furnished in Part 3, the Contractor shall furnish all required Delta Designs Ltd. cabinets, and required installation equipment to perform under this SOW. The Contractor shall furnish all materials, tools or other materials necessary for the completion of this contract.

Part Five Specific Item Requirements

5.1 The contractor shall furnish and install Delta Designs Cabinets identified in the appendix below. The vendor shall accomplish the following tasks:

5.1.1 Acquire museum cabinets support structures as specified in attached document (Appendix) to match materiel acquired under previous acquisitions.

5.1.2 Develop a list of delivered items and submit to the Center of Military History Point of Contact IAW CDRL A001 and Technical Exhibit.

5.1.3 Develop and submit an Installation Schedule to the Center of Military History Point of Contact IAW CDRL A002 and Technical Exhibit.

5.1.4 Remove all packing materials and debris without soiling MSC collection areas, and conduct all operations to ensure museum quality with finished product and procedures.

5.2 The Contractor shall have knowledge of Delta Design museum storage systems.

5.3 The Contractor shall have experience in moving and installing above equipment and trained and responsible staff to accomplish required tasks to final destination at the US Army Center of Military History, Historical Clearing House (MDH), 7 Frankford Ave, Anniston AL 36201-4199.

5.4 The Contractor shall have the ability to coordinate the installation of museum storage systems in a new facility without compromising museum quality workmanship or conditions.

Part 6 Applicable Publications

6.1 Publications applicable to this SOW are listed below. Army publications are coded as mandatory and are available via the Internet at <http://www.usapa.army.mil/>.

Technical Exhibit Deliverables Schedule

Deliverable	Frequency	Number of copies	Medium and format	Submit to
Contractor delivers and installs Delta Designs Ltd. Cabinets in US Army Center of Military History, Historical Clearing House (MDH), 7 Frankford Ave, Anniston AL 36201-4199. IAW Appendix	Work must be completed within 180 days after contract award.	N/A	N/A	Center of Military History POC
List of delivered items	At conclusion of project but no later than 180 days after contract award	1	Word Document	Center of Military History POC
Installation Schedule IAW	Within 30 days after award or along with	1	Word Document	Center of Military

C.5.1.3	the contractor proposal.			History POC
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APPENDIX

**MSC COLLECTIONS HOLDING EQUIPMENT REQUIREMENT
Cabinets and Fixtures**

<u>OBJECTS</u>	<u>DESCRIPTION OF UNIT</u>	<u>QUANTITY</u>
ARTIFACTS	Full size cabinet (79" high x 58" wide x 32" deep) with 20 artifacts trays. Artifact tray dimensions: 1-3/8" high x 53" wide x 29" deep Model: DDLX800-20FT	26
FLAGS	Flag units for mounted flags with 21 trays Dimensions: 90" high x 90" wide x 92" deep Model: FFU-9092-20	43

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	30-MAR-2015	26	U S ARMY CENTER OF MILITARY HISTORY LESLIE RYAN 7 FRANFKFORD AVE. ANNISTON AL 36201-4199 256-235-4243 FOB: Destination	W74R7L
0002	30-MAR-2015	43	(SAME AS PREVIOUS LOCATION) FOB: Destination	W74R7L
0003	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 02120142014202000001131322520030001777S.0027571.1 6100.9000021001
COST CODE: A5XLM
AMOUNT: \$816,488.10
CIN GFEB001056186300010: \$121,165.20
CIN GFEB001056186300020: \$695,322.90

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Combo

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Destination

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W56HZV
Admin DoDAAC	W56HZV
Inspect By DoDAAC	W74R7L
Ship To Code	W74R7L
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Dieter.stenger.civ@mail.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

N/A

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2013
52.219-8	Utilization of Small Business Concerns	MAY 2014
52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation 2013-00014)	SEP 2013
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.242-13	Bankruptcy	JUL 1995
52.244-5	Competition In Subcontracting	DEC 1996
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding of unclassified controlled technical information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 2014
252.211-7003	Item Unique Identification and Valuation	DEC 2013
252.223-7001	Hazard Warning Labels	DEC 1991
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013

252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

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

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:
<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must include an affirmative response from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (JAN 2014)

- (a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) 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.

(b) (1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

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

(xiv) 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)

52.252-2 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](http://farsite.hill.af.mil)

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

List of

<u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Exhibit A	CDRL A001-A002	10 Sept 2014	001