

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 47	
2. CONTRACT NO. W56HZV-14-D-L002		3. AWARD/EFFECTIVE DATE 30-Sep-2014		4. ORDER NUMBER		5. SOLICITATION NUMBER W56HZV-14-T-A164	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME BRADLEY ZEMKE				b. TELEPHONE NUMBER (No Collect Calls) 586-282-6473	
9. ISSUED BY 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		CODE W56HZV		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100% FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 711510 SIZE STANDARD: \$7.0M			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO US ARMY CENTER OF MILITARY HISTORY US ARMY CENTER OF MILITARY HISTORY 9955 TRACY LOOP, BLDG 765 FORT BELVOIR VA 22060		CODE W74R7L		16. ADMINISTERED BY INSTAL & VEHICLE SUP CONTRACTING DIV 6501 E. 11 MILE ROAD WARREN MI 48397-5000			
17a. CONTRACTOR/OFFEROR OLIN CONSERVATION INC DAVID OLIN 9447 RABBIT HILL RD GREAT FALLS VA 22066-3921 TELEPHONE NO.		CODE 1RSJ8		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	
		SEE SCHEDULE				22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$900,000.00	
<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 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 type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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 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:	
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 30-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	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		1	Job	\$300,000.00	\$300,000.00

Conservation Services-Ordering Period 1

FFP

Ordering Period 1 - Contractor shall provide upon receipt of a task order, fine art and archival conservation treatment services in accordance with the Performance Work Statement in section C and the task order Performance Work Statement.

Ordering Period: Date of Award - 12 Months from date of award

Rates, which are fully burdened can be found in attachment 003. Task Orders' rates placed during this ordering period shall not exceed the rates specified in attachment 003.

FOB: Destination

MAX	\$300,000.00
NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		UNDEFINED	Each	UNDEFINED	\$0.00

Reports - Ordering Period 1

FFP

Ordering Period 1 - Contractor shall provide upon receipt of a task order reports in accordance with the Performance Work Statement, Contract Data Requirements Lists (CDRLs) A001, A002, and A003 in section C and the task order Performance Work Statement.

The contractor upon award of the contract shall provide reports in accordance with CDRLs A004 and A005.

Ordering Period: Date of Award - 12 Months from date of award

Exhibit A

FOB: Destination

MAX \$0.00
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		UNDEFINED	Each	UNDEFINED	\$0.00

Contract Manpower Reporting

FFP

Contractor Manpower Reporting (CMR) requirement as described in Section C and clause 52.237-4000.

MAX \$0.00
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001		1	Job	\$300,000.00	\$300,000.00

Conservation Services-Ordering Period 2

FFP

Ordering Period 2 - Contractor shall provide upon receipt of a task order, fine art and archival conservation treatment services in accordance with the Performance Work Statement in section C and the task order level Performance Work Statement.

Ordering Period: 12 Months from date of award - 24 Months from date of award.

Rates, which are fully burdened can be found in attachment 003. Task Orders' rates placed during this ordering period shall not exceed the rates specified in attachment 003.

FOB: Destination

MAX	\$300,000.00
NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002		UNDEFINED	Each	UNDEFINED	\$0.00

Reports - Ordering Period 2

FFP

Ordering Period 2 - Contractor shall provide upon receipt of a task order reports in accordance with the Performance Work Statement, Contract Data Requirements Lists (CDRLs) A001, A002, and A003 in Section C and the task order Performance Work Statement.

The contractor upon award of the contract shall provide reports in accordance with CDRLs A004 and A005.

Ordering Period: 12 Months from date of award - 24 Months from date of award.

FOB: Destination

MAX	\$0.00
NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003		UNDEFINED	Each	UNDEFINED	\$0.00

Contract Manpower Reporting

FFP

Contractor Manpower Reporting (CMR) requirement as described in Section C and clause 52.237-4000.

MAX \$0.00
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001		1	Job	\$300,000.00	\$300,000.00

Conservation Services-Ordering Period 3

FFP

Ordering Period 3 - Contractor shall provide upon receipt of a task order, fine art and archival treatment conservation services in accordance with the Performance Work Statement in section C and the task order level Performance Work Statement.

Ordering Period: 24 Months from date of award - 36 Months from date of award.

Rates, which are fully burdened can be found in attachment 003. Task Orders' rates placed during this ordering period shall not exceed the rates specified in attachment 003.

FOB: Destination

MAX \$300,000.00
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002		UNDEFINED	Each	UNDEFINED	\$0.00

Reports - Ordering Period 2

FFP

Ordering Period 3 - Contractor shall provide upon receipt of a task order reports in accordance with the Performance Work Statement, Contract Data Requirements Lists (CDRLs) A001, A002, and A003 in Section C and the task order Performance Work Statement.

The contractor upon award of the contract shall provide reports in accordance with CDRLs A004 and A005.

Ordering Period: 24 Months from date of award - 36 Months from date of award.

FOB: Destination

MAX \$0.00
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003		UNDEFINED	Each	UNDEFINED	\$0.00

Contract Manpower Reporting

FFP

Contractor Manpower Reporting (CMR) requirement as described in Section C and clause 52.237-4000.

MAX	\$0.00
NET AMT	

CONTRACT LIMITATIONS

Section B – Supplies or services and price/costs

W56HZV-14-T-A164

There are no limits placed on the number of orders that may be placed. The limitations of the resulting contract are based upon the dollar limits, which are specified below and in clause 52.216-19, Order Limitations, of the contract. The specified limits apply to the entire contract.

Minimum Guarantee: \$1,000.00

Maximum Amount: \$900,000.00

Section C - Descriptions and Specifications

Performance Work Statement (PWS)
For
Art and Archival Materials Conservation Treatment Services
US Army Center of Military History Museum Division, Washington,
DC

PART 1

GENERAL INFORMATION

C.1.1 Description of Services/Introduction:

This Performance Statement (PWS) establishes the contract service requirements for contractor-provided fine art and archival conservation treatment services to the U.S. Army Center of Military History. The contract performance period for the proposed contract will consist of three ordering periods, with each ordering period being one calendar year. Independently, and not as an agent of the Government, the Contractor shall provide all labor, materials, equipment and facilities (except as otherwise specified), necessary for the assessment, cost estimate, conservation management and treatment services for individual historical objects in the Army's material culture collection for the U.S. Army Center of Military History (CMH). The Contractor shall perform to the standards in this contract. All conservation treatment services shall be performed at the location of the contractor's conservation studio, and not on government property. The contractor will not be given any government equipment for the fulfillment of this contract-since there is not a need for the contractor to access any government computer, database or operating system.

C.1.2 Background:

The U.S. Army Center of Military History (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 collection of historical material culture. The USACMH is accountable for all Army-owned historical property located at the USACMH Museum Support Center located at Ft. Belvoir, VA; at the U.S. Army Historical

Clearinghouse Storage Facility located in Anniston, Alabama, and at 215 field museums, museum activities and collections throughout the Regular Army, Army Reserve and National Guard. The Army's fine art collection consists of paintings, watercolors, drawings, sketches, posters and scrapbooks dating from the pre-Revolutionary War period to present day. The art and archival collection materials in the Army material culture collection vary considerably in condition from those in stable condition to those that are very fragile, deteriorated and unstable. Many of the works of art or archival collections are rare and valuable and require special treatment (preservation, conservation, and restoration), special museum quality storage materials, special museum supplies, and special preservation materials to preserve their historical integrity.

C.1.3 Objectives:

C.1.3.1 Conservation services consists of: condition assessment, proposal for treatment, cost estimates, and treatment of Government selected US Army art and archival collection materials from the U.S. Army material culture collection.

C.1.4 Scope:

The Contractor shall have contact with CMH conservation staff for the conservation services for historical art and archival collection materials. Both parties will agree on proposed treatment.

Services shall include:

C.1.4.1 Examination and condition assessment of historical art and archival collection materials.

C.1.4.2 Treatment recommendations including treatment options where appropriate, and cost estimation for conservation of historical art and archival collection materials.

C.1.4.3 Conservation treatment of historical art and archival collection materials.

C.1.4.4 The contractor shall provide project management for the project to include list of deliverables, schedule of deliverables, milestone dates, management of sub contractors, packing and transportation of historical art and archival collection materials.

C.1.4.5 The Contractor shall provide project management of all technical and administrative tasks associated with the planning, initiation, execution and completion/termination of art and archival collection materials conservation projects.

C.1.4.6 Project Schedules. Contractor shall prepare and present to the Contracting Officer's Representative (COR) proposed project schedules complete with milestone dates for COR approval IAW CDRL A004. Contractor shall during the course of the project track the project to see that the project remains on schedule.

C.1.5 Period of Performance:

The period of performance shall be for three years. The contract period of performance is as follows:

Ordering Year One: months 1-12

Ordering Year Two: months 13-24

Ordering Year Three: months 25-36

C.1.6 General Information:

C.1.6.1. AT/OPSEC Compliance: The contractor shall meet all requirements specified in the directive.

C.1.6.1.1. iWATCH Training. This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area or for contractors who receive and transport army property. The contractor shall ensure that its employees and all associated sub-contractors are on the local iWATCH program (training standards provided by the requiring activity ATO). This local 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 30 calendar days of contract award and within 10 calendar days of new employees commencing performance with the results reported to the COR NLT 45 calendar days after contract award IAW CDRL A005 and attachment 0004.

C.1.6.1.2 A written memorandum with the reference to iWatch program will be sent to the contractor by the COR after award and shall be signed by Contractor.

C.1.6.1.3. The Contractor shall be aware of the sensitive nature of working with U.S. Army historical artifacts. These items are not to be publicized (verbally or in writing –printed or digital), discussed, promoted or used as client list references during or after the contractor's association with U.S. Army Historical artifacts. Any questions concerning presentation of treatment shall be provided to the COR prior to use of this information.

C.1.6.2 Quality Control: The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS and CDRL A003. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which he assures him/herself that his/her work complies with the requirement of the contract. At a minimum, the Contractor shall develop quality control procedures that address the areas identified in Technical Exhibit 2, "Deliverables Schedule". After acceptance of the quality control plan the Contractor shall receive the Contracting Officer's acceptance in writing of any proposed change to his QC system. The Contract Quality Control Plan should be delivered to the Government not later than twenty (20) working days after the date of the initial contract award.

C.1.6.3 Security Requirements: The Contractor shall employ a 24-hour intrusion and fire monitoring alarm system in the storage and conservation treatment facility where the historical art and archival collection materials are stored and treated. The contractor shall ensure similar security requirements will be maintained by all sub-contractor personnel in the storage and conservation treatment facility maintained by the sub-contractor. It will be the requirement of the Contractor to verify the maintenance of these security requirements on the part of sub-contractor personnel.

C.1.6.4 Post Award Conference/Periodic Progress Meetings: The contractor shall attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

C.1.6.5 Contracting Officer Representative (COR): The COR will be identified by a separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in performance dates. The COR is not authorized to change any of the terms and conditions of the contract.

C.1.6.6 Contract Manager: The Contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. At the discretion of the contractor, these duties may be performed by the senior art and archival conservation manger.

C.1.6.7 The contractor shall have a senior art and archival conservation manager who must be a professionally trained art and archival conservator and either a fellow or a Professional Associate of the American Institute for Conservation (AIC) as a permanent staff member. The senior art and archival conservation manager shall possess expert knowledge and experience in conservation of art and archival materials and project management. The senior art and archival conservation manager provides artifact assessment, condition reporting, treatment proposal, cost estimation, and intervention (conservation, restoration, preservation) services.

PART 2

DEFINITIONS & ACRONYMS

PWS – Performance Work Statement

Contracting Officer’s Representative (COR): 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 technical or administrative functions.

Defective Service: A service output that does not meet the standard of performance associated with it in the Performance Work Statement.

Quality Assurance Surveillance Plan (QASP): An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

Quality Control: Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

Quality Assurance: Those actions taken by the government to assure services meet the requirements of the Performance Work Statement.

PART 3

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

C.3.1 The Contractor will not be carrying out work in Government provided space nor will the Contractor be using any Government Furnished Property (GFP) for which the Contractor will be responsible, other than the actual historical art and archival collection materials supplied by the Center of Military History to the Contractor for conservation treatment.

C.3.2 The Government shall furnish to the Contractor all historical art and archival collection materials selected by the U.S. Army Center of Military History for treatment under the contract and in accordance with each task orders.

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

C.4.1 **CONTRACTOR FURNISHED:** The Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and non-personal services necessary to perform as required under the contract and in accordance with each task orders.

PART 5

SPECIFIC TASKS

C.5.1. Art and Archival Collection Materials Conservation Management: In accordance with this Performance Work Statement (PWS) and each task order, the Contractor shall:

C.5.1.1. Manage all technical and administrative tasks required for the planning, initiation, execution, and completion of art and archival collection materials conservation treatment projects in support of the U.S. Army Center of Military History.

C.5.1.2 Coordinate, schedule, and provide treatment proposals required to evaluate, assess, and intervene as required (either by preservation, conservation) for U.S. Army Museum System historical art and archival collection materials selected by the U.S. Army Center of Military History.

C.5.1.3 Either perform the object conservation treatment services on the selected art and archival collection materials at the studio of the Contractor, or award a subcontract to a professional art and archival conservator whose personnel meet the requirements of section 1.6.7. The Contractor shall diligently examine the professional credentials and portfolio of the prospective subcontractors prior to award of a subcontract to the vendor. The Contractor shall also inspect and evaluate the prospective subcontractor's work environment (work facility, conservation laboratory, studio, etc.) prior to subcontract award in order to ensure subcontractor compliance with all applicable contract security requirements (e.g., storage and work area physical security system, intrusion monitoring alarm, fire detection alarm). Contractor and sub-contractors must meet the following: Adherence to the professional standards set forth in the American Institute for Conservation Code of Ethics and Guidelines for Practice and comply with the Anti-terrorism requirements outlined in section 1.6 of this document.

C.5.1.3.1 The contractor shall notify the contracting officer in advance of placing any subcontract or modification thereof for work required at C.1.4.1, C.1.4.2, and C.1.4.3, including the following information: (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used, (iii) identification of the proposed subcontractor, (iv) the proposed subcontract price, (v) a negotiation memorandum and (vi) the proposed subcontractor's ability to comply with the requirements in paragraph C.5.1.3.

C.5.1.3.2 The negotiation memorandum shall contain: the principal elements of the subcontract price negotiations; the most significant considerations controlling establishment of initial or revised prices; the reasons for any significant difference between the Contractor's price objective and the price negotiated; and unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination of the acceptability of any subcontract terms or conditions; of the allowability of any cost under this contract; or to relieve the Contractor of any responsibility for performing this contract.

C.5.1.3.3 The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

C.5.1.4 Maintain comprehensive liability insurance coverage for each art and archival collection materials at its appraised value against its loss from fire, natural disaster, and/or theft while the object is in the possession of either the Contractor or a subcontractor. The Contractor shall provide a copy of its liability insurance certificate to the Government within 30 days of task order award in accordance with CDRL A006. The Government shall indicate the appraised value of each object in its written request to the Contractor for a treatment proposal.

C.5.1.5 Provide transportation for each art and archival collection materials from the museum in which the object is located to the Contractor's location, and return the object to CMH-MSB Belvoir or to another museum in the Army Museum System, as specified in each task order. The contractor shall ensure proper packing and loading of each object in accordance with the American Association of Museums (AAM) and American Institute of Conservation (AIC) guidelines utilizing a bonded and insured Art Shipping company that maintains single functions vehicles that are climate controlled and have an air-ride suspension to protect art in transit..

C.5.1.6 Create written records, drawings, photographs, analyses and scholarly notations during the assessment and treatment of each art and archival collection materials IAW CDRLs A001 and A002. The Contractor shall submit

copies of this data to the Government concurrently with the delivery of each object that has been treated. The Contractor's invoice will not be paid by the Government until the Contractor delivers this data to the Government.

C.5.1.7 Maintain regular contact with the Government Contracting Officer's Representative (COR), either by phone, mail, email or in person, throughout the course of the treatment project for each object, in order to collaboratively manage the treatment process and to report on the progress of the conservation treatment project. At a minimum, the Contractor shall contact the COR upon receipt of the object to be assessed, at the beginning of the treatment work, and upon the completion of the treatment work.

C.5.2 Art and Archival Collection Materials Condition Assessment. In accordance with this PWS and each task order, the Contractor shall:

C.5.2.1 Manage the art and archival collection materials condition assessment process.

C.5.2.2. Inspect, analyze, evaluate and determine the art and archival treatment needs. If the condition of an item differs materially from those indicated in this contract or within the task orders, the contractor shall give written notice to the COR and Contracting Officer of the material difference promptly and before performing work on the art or archival material. The Contracting Officer will investigate the condition promptly after receiving the notice. The Government will inform the contractor within 20 days of its decision whether or not to proceed with treatment.

C.5.2.3 Establish schedules, monitor performance, report progress/delays, and coordinate the logistics of packing/unpacking, transportation, loading/off-loading, pickup and delivery of the art and archival collection materials.

C.5.3 Art and Archival Collection Materials Conservation Treatment: It is acknowledged that the range of conservation treatments and techniques brought to bear in the conservation of selected art and archival collection materials objects will vary for each item to be treated. The contractor and/or proposed sub-contractors should be experienced in the conservation of art and archival materials, or have the training and experience to identify and understand the requirements of such treatments and be able to access the appropriate information and resources to guide them in the conservation of these artifacts. Conservation treatments should be in accordance with the American Institute for Conservation (AIC) Code of Ethics and Guidelines for Practice (<http://aic.stanford.edu/about/coredocs/coe/index.html>)

In accordance with this PWS and each task order, the Contractor shall:

C.5.3.1 Furnish all labor, supervision, materials, equipment and supplies as needed to treat the art and archival collection materials.

C.5.3.2 Carry out material analysis as required, to determine all materials used in the production of the art and archival collection materials, as well as those used in subsequent treatments and restorations. The contractor shall provide this information with CDRL A002.

C.5.3.3 Protect and not compromise the integrity and history of use of the art and archival collection materials.

C.5.3.4 Maintain an acceptable degree of reversibility in all treatments.

C.5.3.5 Remove previous failing or unsightly treatments and restorations where appropriate.

C.5.3.6 Compensate areas of loss and inpaint in a visually compatible manner, such that areas of loss match surrounding original colors. Loss compensation must conform to industry standards for reversibility, minimal intervention, and not be visually deceptive.

C.5.3.7 Apply protective surface coatings as necessary.

C.5.3.8 Remove all old tape, glues, adhesives and other residues where practical.

C.5.3.9 Remove any mold, insects, or evidence of past insect infestations if found.

C.5.3.10 Undertake pest eradication as necessary using freeze, sterilization or anoxia treatment processes.

C.5.3.11 Disassemble and properly reassemble historic frames and stretchers as necessary in order to clean and stabilize the art and archival collection materials.

C.5.3.12 Surface clean by vacuum, molecular sponge, anti-static cloth, brush, air stream, or other dry methods as necessary. Aqueous or solvent methods compatible to removing soil, old repairs, or grime to be selected according to the principles of solubility, spot testing, and according to the type of materials present and condition of the art and archival collection materials. Cleaning shall not damage or remove original surface materials.

C.5.3.13 Consolidate flaking or unstable paints, rubber, leather, paper, or other materials as necessary.

C.5.3.14 Treat corrosion using the most current techniques, avoiding aggressive methods to strip metals to the bare

metal surface.

C.5.3.15 Submit to the Government digital photographs of the art and archival collection materials before, during, and after treatment. The Contractor shall provide digital photographs of the object overall, and shall provide detailed close-up digital photographs of any areas of damage, instability, previous restorations, repairs, and all aspects of the conservation treatment undertaken during the course of the project IAW CDRL A001.

C.5.3.16 Complete a final written conservation treatment report with digital photo documentation detailing the conservation treatment and submit the report to the COR IAW CDRL A002.

C.5.3.17 Provide packing and transportation services that meet American Association of Museums (AAM) and American Institute of Conservation (AIC) guidelines.

C.5.3.18 Ensure the proper loading and off-loading of objects in accordance with American Association of Museums (AAM) and American Institute of Conservation (AIC) guideline.

C.5.3.19 Deliver the treated art and archival collection materials to the Government's specified delivery location not later than twelve (12) months after its receipt from the Government for treatment or as otherwise specified in the individual task order.

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Specification Item	Performance Objective	Performance Standard (Minimum Acceptable Standard) (MAS)	Method of Surveillance	Sample Size	Frequency
PRS #1 Conservation	Contractor shall carry out	American Institute for Conservation of	100 PERCENT INSPECTION	100%	Each completed art conservation

management, assessment and treatment of historical objects.	conservation management assessment, and treatment of historical objects from the Army material culture collection IAW Section 5.1	Historic and Artistic Works (AIC) Code of Ethics and Guidelines for Practice. Contractor meets all delivery deadlines and schedules as specified by the task order.			project will be assessed for compliance with contract requirements
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TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

<u>CDRL</u>	<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit</u>
A001	Art and Archival Collection Materials condition assessment report and proposal for treatment IAW Section 5.1.6. and 5.3.15 of the PWS	Not later than ten (10) business days after task order award	1	Electronic file (WORD)	Government COR
A002	Final treatment report with photo documentation IAW Section 5.3.16 of the PWS	Not later than twelve (12) months after receipt of task order to proceed with conservation treatment and concurrent with completion of conservation project.	1 each	Electronic file (WORD) for final treatment report and CD for digital images of conservation treatment	Government COR
A003	Quality Control Plan IAW	Not later than twenty (20) business days	1 each	Electronic file	Government

<u>CDRL</u>	<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit</u>
	Section 1.6.2 of the PWS	after award of contract		(WORD)	COR
A004	Milestone Dates IAW Section 1.4.6 of the PWS	Not later than twenty (20) business days after award of delivery order	1 each	Electronic file (WORD)	Government COR
A005	iWatch Training Certificate IAW Section C.1.6.1.1 of the PWS	Annually, within 45 calendar days of contract award	1 each	Written Memorandum of completion on company letterhead	Government COR
A006	Certificate of Insurance IAW Section C.5.1.4 of the PWS	Not later than 30 days after award of each task order.	1 each	Contractor's format	Contracting Officer

CLAUSES INCORPORATED BY FULL TEXT

52.204-4003 (TACOM) START OF WORK MEETING

(MAY 2000)

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[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 30 calendar days of contract award and within 10 calendar days of new employees' commencing performance, with the results reported to the COR no later than 45 calendar days after contract award.

(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]

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	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4

Inspection Of Services--Fixed Price

AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

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]

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-SEP-2014 TO 29-SEP-2015	N/A	US ARMY CENTER OF MILITARY HISTORY US ARMY CENTER OF MILITARY HISTORY 9955 9955 TRACY LOOP, BLDG 765 FORT BELVOIR VA 22060 FOB: Destination	W74R7L
0002	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W74R7L
0003	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: N/A	W74R7L
1001	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W74R7L
1002	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W74R7L

1003	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: N/A	W74R7L
2001	POP 30-SEP-2016 TO 29-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W74R7L
2002	POP 30-SEP-2016 TO 29-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W74R7L
2003	POP 30-SEP-2016 TO 29-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: N/A	W74R7L

CLAUSES INCORPORATED BY REFERENCE

52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
252.211-7007	Reporting of Government-Furnished Property	AUG 2012

Section G - Contract Administration Data

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).

2-in-1

(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)	W74R7L
Service Acceptor (DoDAAC)	W74R7L
Accept at Other DoDAAC	_____
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(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.

To Be Determined (TBD) on each task order

(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 H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.232-4000(TACOM) CONTRACTING OFFICER'S AUTHORITY

(APR 2006)

The Contracting Officer is the only person authorized to approve additions or changes in any of the requirements under any contract, resulting from this solicitation, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, such change shall be solely at the risk of the contractor. (See General Provision, entitled: "Notification of Changes," FAR 52.243-7 or paragraph (c) of FAR 52.212-4).

[End of Clause]

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
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
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	MAY 2014
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	MAY 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010

52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-17	Interest	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Alt A System for Award Management Alternate A	FEB 2014
252.204-7006	Billing Instructions	OCT 2005
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
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
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
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014

252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
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
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	MAR 2014
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

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

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, 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 \$200,000;

(2) Any order for a combination of items in excess of \$350,000; 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 four and one-half (4 ½) years.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage	Fringe Benefits
13013	\$41,771 per year	\$4.02 per hour

(End of clause)

52.222-49 SERVICE CONTRACT ACT--PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: NONE. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing no later than ten (10) days before the solicitation ends.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each

existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS
SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(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)

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)

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 the date of award through three years after the date of award.

(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)

Section J - List of Documents, Exhibits and Other Attachments

Section J – List of attachments

W56HZV-14-T-A164

<u>DOCUMENT TYPE</u>	<u>DESCRIPTION</u>	<u>PAGES</u>	<u>DATE</u>
Attachment 001	Task Order 001 PWS	2	
Attachment 002	Experience Spreadsheet	2	
Attachment 003	Pricing Spreadsheet	2	24 Sep 2014
Attachment 004	iWatch	1	
Attachment 005	Painting.jpg	1	
Attachment 006	Painting Back.jpg	1	
Attachment 007	Kallos painting signature-ref2.jpg	1	
Attachment 008	Bandholtz paintings by Kallos.pdf	1	
Attachment 009	Reserved		
Attachment 010	Wage Determination WD 05-2103 Rev.14	10	25 July 2014
Exhibit A	Contract Data Requirements List	2	25 Aug 2014