

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING		PAGE OF PAGES 1 43		
2. CONTRACT (Proc. Inst. Ident.) NO. W56HZV-14-D-L004		3. EFFECTIVE DATE 24 Sep 2014			4. REQUISITION/PURCHASE REQUEST/PROJECT NO.				
5. ISSUED BY INSTAL & VEHICLE SUP CONTRACTING DIV 6501 E. 11 MILE ROAD WARREN MI 48397-5000		CODE W56HZV	6. ADMINISTERED BY (If other than Item 5) INSTAL & VEHICLE SUP CONTRACTING DIV JACQUELINE C. ADAMS CCTA-HDB-SMS 350 JACQUELINE.C.ADAMS8.CIV@MAIL.MIL WARREN MI 48397-5000			CODE W56HZV			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) ADDON SERVICES, LLC PRITA ABRAHAM 27789 MOUND RD STE 200 WARREN MI 48092-2697					8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)				
					9. DISCOUNT FOR PROMPT PAYMENT NET 15 DAYS				
					10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM		
CODE 6VC96		FACILITY CODE 6VC96							
11. SHIP TO/MARK FOR TARDEC DAVID NOFZ DAVID NOFZ RDTA-EN/MS 267 DAVID.R.NOFZ.CIV@MAIL.MIL WARREN MI 48397-5000		CODE W91ATL	12. PAYMENT WILL BE MADE BY DFAS-INDY VP GFEB5 8899 E 56TH STREET INDIANAPOLIS IN 46249-3800			CODE HQ0490			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()					14. ACCOUNTING AND APPROPRIATION DATA				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT			
SEE SCHEDULE									
15G. TOTAL AMOUNT OF CONTRACT								\$0.00	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE									
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)					18. [] SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number <u>W56HZV-14-R-A711</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)				
19A. NAME AND TITLE OF SIGNER (Type or print)					20A. NAME OF CONTRACTING OFFICER JEFFREY B. YEAGER / CONTRACTING OFFICER TEL: 586-282-6200 EMAIL: jeffrey.b.yeager2.civ@mail.mil				
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)			19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY <u>Jeffrey B. Yeager</u> (Signature of Contracting Officer)			20C. DATE SIGNED 24-Sep-2014	

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>.

52.204-4023**FEB 2013**

NOTICE OF ELEVATED THREAT LEVEL FORCE PROTECTION CONDITION (FPCON) AT DETROIT ARSENAL

Contractors are hereby notified that there is a potential impact on contractor performance during increased FPCON during periods of increased threat. During FPCONs Charlie and Delta, services may be discontinued / postponed due to higher threat. Services will resume when FPCON level is reduced to level Bravo or lower.

(End of Notice)

52.204-4024

Feb 2013

NOTICE OF RANDOM ANTITERRORISM MEASURES PROGRAM (RAMP) AT THE DETROIT ARSENAL

In accordance with AR 525-13, Contractor personnel working on an installation are subject to participation in Installation RAMP security program (e.g. vehicles searches, wearing of ID badges, etc).

(End of Notice)

52.209-4025

MAR 2013

NOTICE OF TRAINING OPPORTUNITIES AT THE DETROIT ARSENAL

The contractor is notified that in accordance with training requirements required in the performance of this solicitation, and subsequent contract, that the G2 Office of TACOM LCMC can provide the following training upon request to contracting personnel. This opportunity is extended to all contractor personnel performing at the Detroit Arsenal and TACOM LCMC Organizations, including Selfridge Air National Guard Base.

Training is available for AT/OPSEC requirements including but not limited to: iWatch Training, Annual Security Training, and OPSEC Training as part of Annual Security training.

Contractors should make requests for training to the buyer listed on this solicitation and contract.
(End of Notice)

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 B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Technical Writer - Ordering Period 1 FFP	1	Job	UNDEFINED	\$0.00

The contractor shall provide technical writing services in support of the Center for System Integration (CSI) in accordance with the Performance Work Statement (PWS) set out in Section C below.



Ordering Period 1: Date of Award through 364 days after the Date of Award.

The COR is responsible for certifying all invoices under this contract. DO NOT SUBMIT INVOICES TO DFAS.

Invoices: The contractor will invoice bi-weekly (every two weeks) including the number of hours worked, labor category, what requirements are being fulfilled and the location of the work.

For invoicing instructions, see clause 52.232-4007, Wide Area Workflow.

FOB: Destination

MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		1	Job	UNDEFINED	\$0.00

Illustrator - Ordering Period 1
 FFP
 The contractor shall provide illustrating services in support of the Center for System Integration (CSI) as described in the Performance Work Statement (PWS) set out in Section C below.



Ordering Period 1: Date of Award through 364 days after the Date of Award.

The COR is responsible for certifying all invoices under this contract. DO NOT SUBMIT INVOICES TO DFAS.

Invoices: The contractor will invoice bi-weekly (every two weeks) including the number of hours worked, labor category, what requirements are being fulfilled and the location of the work.

For invoicing instructions, see clause 52.232-4007, Wide Area Workflow.

FOB: Destination

MAX NET AMT \$0.00

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

Travel - Ordering Period 1
 COST

Travel may be necessary for the development of the prototype installation manuals. Travel must be authorized in writing by the Contracting Officer (PCO) in order to be billed to the contract. All travel in connection with this effort will be closely monitored by the COR. Travel will be billed on a cost, no fee basis, with reimbursement being subject to the DOD Joint Travel Regulations in accordance with paragraph C.10.1 of the Performance Work Statement (PWS) set out in Section C below.

Ordering Period 1: Date of Award through 364 days after the Date of Award.

FOB: Destination

ESTIMATED COST	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					NSP

Data Items - Ordering Period 1
 FFP

Technical data as set forth in Contract Data Requirements List (CDRL) DD Form 1423 are to be "Not Separately Priced".

Described in Section C.5 of the Performance Work Statement.

Ordering Period 1: Date of Award through 364 days after the Date of Award.

FOB: Destination

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005	Ktr Manpower Reporting-Ordering Period 1 FFP Contractor Manpower Reporting is to be "Not Separately Priced", see clause 52.237-4000. The contractor shall refer to Section C.12 of the Performance Work Statement. Ordering Period 1: Date of Award through 364 days after the Date of Award. FOB: Destination				NSP
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				NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001	Technical Writer - Ordering Period 2 FFP	1	Job	UNDEFINED	\$0.00

The contractor shall provide technical writing services in support of the Center for System Integration (CSI) in accordance with the Performance Work Statement (PWS) set out in Section C below.



Ordering Period 2: 365 days after Date of Award through 730 days after Date of Award.

The COR is responsible for certifying all invoices under this contract. DO NOT SUBMIT INVOICES TO DFAS.

Invoices: The contractor will invoice bi-weekly (every two weeks) including the number of hours worked, labor category, what requirements are being fulfilled and the location of the work.

For invoicing instructions, see clause 52.232-4007, Wide Area Workflow.

FOB: Destination

MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002		1	Job	UNDEFINED	\$0.00

Illustrator - Ordering Period 2
 FFP
 The contractor shall provide illustrating services in support of the Center for System Integration (CSI) as described in the Performance Work Statement (PWS) set out in Section C below.



Ordering Period 2: 365 days after Date of Award through 730 days after Date of Award.

The COR is responsible for certifying all invoices under this contract. DO NOT SUBMIT INVOICES TO DFAS.

Invoices: The contractor will invoice bi-weekly (every two weeks) including the number of hours worked, labor category, what requirements are being fulfilled and the location of the work.

For invoicing instructions, see clause 52.232-4007, Wide Area Workflow.

FOB: Destination

MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003					\$0.00

Travel - Ordering Period 2
 COST

Travel may be necessary for the development of the prototype installation manuals. Travel must be authorized in writing by the Contracting Officer (PCO) in order to be billed to the contract. All travel in connection with this effort will be closely monitored by the COR. Travel will be billed on a cost, no fee basis, with reimbursement being subject to the DOD Joint Travel Regulations in accordance with paragraph C.10.1 of the Performance Work Statement (PWS) set out in Section C below.

Ordering Period 2: 365 days after Date of Award through 730 days after Date of Award.

FOB: Destination

ESTIMATED COST	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004					NSP

Data Items - Ordering Period 2
 FFP

Technical data as set forth in Contract Data Requirements List (CDRL) DD Form 1423 are to be "Not Separately Priced".

Described in Section C.5 of the Performance Work Statement.

Ordering Period 2: 365 days after Date of Award through 730 days after Date of Award.

FOB: Destination

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1005	Ktr Manpower Reporting-Ordering Period 2 FFP Contractor Manpower Reporting is to be "Not Separately Priced", see clause 52.237-4000. The contractor shall refer to Section C.12 of the Performance Work Statement. Ordering Period 2: 365 days after Date of Award through 730 days after Date of Award. FOB: Destination				NSP
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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001	Technical Writer - Ordering Period 3 FFP	1	Job	UNDEFINED	\$0.00

The contractor shall provide technical writing services in support of the Center for System Integration (CSI) in accordance with the Performance Work Statement (PWS) set out in Section C below..



Ordering Period 3: 731 days after Date of Award through 1,095 days after Date of Award.

The COR is responsible for certifying all invoices under this contract. DO NOT SUBMIT INVOICES TO DFAS.

Invoices: The contractor will invoice bi-weekly (every two weeks) including the number of hours worked, labor category, what requirements are being fulfilled and the location of the work.

For invoicing instructions, see clause 52.232-4007, Wide Area Workflow.

FOB: Destination

MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002		1	Job	UNDEFINED	\$0.00

Illustrator - Ordering Period 3
 FFP
 The contractor shall provide illustrating services in support of the Center for System Integration (CSI) as described in the Performance Work Statement (PWS) set out in Section C below.



Ordering Period 3: 731 days after Date of Award through 1,095 days after Date of Award.

The COR is responsible for certifying all invoices under this contract. DO NOT SUBMIT INVOICES TO DFAS.

Invoices: The contractor will invoice bi-weekly (every two weeks) including the number of hours worked, labor category, what requirements are being fulfilled and the location of the work.

For invoicing instructions, see clause 52.232-4007, Wide Area Workflow.

FOB: Destination

MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003					\$0.00

Travel - Ordering Period 3
 COST

Travel may be necessary for the development of the prototype installation manuals. Travel must be authorized in writing by the Contracting Officer (PCO) in order to be billed to the contract. All travel in connection with this effort will be closely monitored by the COR. Travel will be billed on a cost, no fee basis, with reimbursement being subject to the DOD Joint Travel Regulations in accordance with paragraph C.10.1 of the Performance Work Statement (PWS) set out in Section C below.

Ordering Period 3: 731 days after Date of Award through 1,095 days after Date of Award.

FOB: Destination

ESTIMATED COST	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004					NSP

Data Items - Ordering Period 3
 FFP

Technical data as set forth in Contract Data Requirements List (CDRL) DD Form 1423 are to be "Not Separately Priced".

Described in Section C.5 of the Performance Work Statement.

Ordering Period 3: 731 days after Date of Award through 1,095 days after Date of Award.

FOB: Destination

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005	Ktr Manpower Reporting-Ordering Period 3 FFP Contractor Manpower Reporting is to be "Not Separately Priced", see clause 52.237-4000.				NSP
<p>The contractor shall refer to Section C.12 of the Performance Work Statement.</p> <p>Ordering Period 3: 731 days after Date of Award through 1,095 days after Date of Award. FOB: Destination</p>					
NET AMT					\$0.00

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

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

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
			\$4,000,000.00

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

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

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$

0002	\$	\$
0003	\$	\$
0004	\$	\$
0005	\$	\$
1001	\$	\$
1002	\$	\$
1003	\$	\$
1004	\$	\$
1005	\$	\$
2001	\$	\$
2002	\$	\$
2003	\$	\$
2004	\$	\$
2005	\$	\$

SECTION B
SECTION B

B.1 Pursuant to the task orders issued pursuant to this indefinite quantity contract, the Government shall only be obligated to procure a minimum of 40 hours of any combination of the technical writing and illustrating services described at CLINs 0001, 0002, 1001, 1002, 2001, and 2002. The maximum number of hours of technical writing and illustrating services combined that may be procured pursuant to this indefinite quantity contract during the three year term of the contract is 49,500.

Section C - Descriptions and Specifications

SECTION C**PERFORMANCE WORK STATEMENT
TECHNICAL WRITING AND ILLUSTRATION SERVICES****C.1 Purpose and Scope**

C.1.1 For the purposes of this contract, the contractor shall provide technical writing and illustrative services, functional capabilities and contractual deliverables to establish the development of prototype installation manuals for Abrams, Bradley, MRAP, Watercraft and Stryker ground vehicles for the CSI (Center for System Integration) organization.

C.1.2 The objective of this contract is for the contractor to provide technical expertise in the functional area of technical manual development, illustration and book publishing for the purpose of developing installation manuals that document the tools, processes and procedures needed to install prototype components on ground vehicles for the following group of combat vehicles and combat support vehicles and not limited to the following programs: PM MRAP, PM Stryker, PM Bradley, PM Abrams, PEO GCS, PEO CS, PM GCV, HMMWV, Ground Vehicles, Assault Amphibious Vehicles, Demonstration and Experimental Vehicles, Prime Movers and Trucks, and Watercraft Vehicles.

C.1.3 The technical effort specified in individual Task Orders (TO) may include effort either singly or in any combination identified by the TO. Such efforts are further outlined in paragraphs C.3 and C.4.

C.2 General

C.2.1 This Performance Work Statement (PWS) documents the types of work to be performed by this Indefinite Quantity, Task Order (TO) contract. The contractor shall furnish all personnel and supplies. The Government shall furnish facilities, equipment and services necessary to accomplish the requirements identified within each TO. The Government, in accordance with the procedures outlined herein, will direct specific detailed performance requirements in each TO.

C.2.2 Upon receipt of a TO, the contractor shall submit a proposal for the task requirements as described in the PWS for each individual TO. The contractor shall submit its proposal to the Government within ten (10) working days after receipt of the TO. The contractor's proposal shall include the estimated number of hours for each labor category in order to complete the individual task order. The rates for the individual labor categories are established for the base and option years. The Government will review the proposal and notify the contractor in writing within 10 working days whether the proposal is acceptable. The contractor shall not proceed without Government approval.

C.2.3 The contractor shall not act or represent itself as an agent of the Government nor shall it have authority to make decisions or bind the Government to any agreements or commitments through performance of any work under this contract.

C.2.4 When preparing technical reports, summaries, charts, briefing packages, and other written material under this contract, the contractor shall use computer software whose format and version(s) are compatible with that used by GSS (Microsoft Windows and Office Suite).

C.2.5 The following days below are recognized as National Holidays and work performed under this contract shall not occur on these days:

New Years Day
Martin Luther King Jr. Birthday
President's Day

Labor Day
Columbus Day
Veteran's Day

Memorial Day
Independence Day

Thanksgiving Day
Christmas Day

C.2.5.1 The day after Thanksgiving is not a recognized holiday; however, the place of performance is closed that day. Work performed under this contract will not be expected on the day after Thanksgiving.

C.3 Task Requirements

C.3.1 Technical Writer

C.3.1.1 The contractor shall provide technical writer support to perform the following:

C.3.1.1.1 The technical writer shall gather and disseminate technical information pertaining to the project assigned to them by meeting with TARDEC engineers, reviewing prior manuals and meeting with TARDEC designers. The technical writer shall clarify the technical terms to insure the warfighter in the field understands how the components shall be installed. This operation shall be completed thru reviews by the PM team and TARDEC Engineering. After the rough draft of the manual is completed, the manuals shall be sent to the CSI Engineering Solutions Engineering Support group for distribution to the PM team and TARDEC Engineering for review. After the final draft is completed, it shall be sent to the CSI Engineering Solutions Engineering Support group for distribution to the PM team for publishing and distribution to the warfighter.

C.3.1.1.2 The technical writer shall use written, photographic and line drawing instructions which document the various prototype technologies on ground vehicles. The photographic and line drawings shall be annotated and relate back to the body of the document.

C.3.1.1.3 The technical writer shall include in the document, vehicle preparation, removal of existing equipment, installation of hardware, cabling, brackets, document parts lists, required tools and procedures and any notes, cautions and warning associated with the installation processes.

C.3.1.1.4 The manual shall contain installation, operation procedures to include power-up, shut down and verification of system health at the Operator/Crew and Field Levels of the revised prototype equipment, IAW MIL-STD-40051-2, MIL-HDBK-1222C and AR 25-30. The contractor must be aware that Army manuals change and updates may be required.

C.3.1.1.5 The technical writer shall send the illustrator either a marked up digital photo, line drawing or CAD drawing. The mark up shall be hand delivered or electronically delivered.

C.3.2 Illustrator

C.3.2.1 The contractor shall provide illustrator support to perform the following:

C.3.2.1.1 The illustrator shall support the technical writer(s) with line drawings, photographs and exploded views.

C.3.2.1.2 The illustrator shall annotate each drawing and photograph that relates back to the technical manual.

C.3.2.1.3 The illustrator is reasonable for the development of all exploded view drawings and insures the exploded view drawings properly relate back to the part, subassembly or assembly listed in the manual. The illustrator shall use appropriate illustrator software such as Adobe Illustrator.

C.3.2.2.1 The illustrator shall have a minimum of an Associate's degree in a technical discipline.

C.3.2.2.2 The illustrator shall have 4-7 years of related experience.

C.4 Meetings

C.4.1 Start-of-Work-Meetings: The Government shall convene a post-award Start-of-Work meeting within three days after award of this basic contract and within three days of any task order award to establish working relationships. The Government will coordinate the time and location of the meeting with the contractor and will provide a meeting agenda.

C.5 Deliverables

C.5.1 The contractor shall prepare all deliverables in contractor format using best in house practices that will produce documents that are clearly written, describe accomplishments accurately, detail technical issues and define risks and problems. In order to facilitate transitions to a paperless reporting system, the contractor shall submit reports in electronic format whenever possible. Electronic format shall be compatible to Government computer systems including Microsoft Windows XP or Vista OS and MS Office Word 2007.

C.5.1.1 Prototype Installation Manuals, IAW DI-TMSS-81701(T), CDRL A001.

C.5.1.2 Contractor's Progress, Status and Management Report, IAW DI-MGMT-80227, CDRL A002.

C.5.1.3 Monthly Burn Rate Report, CDRL A003.

C.5.1.4 Start of Work Meeting, CDRL A004.

C.6 Government Furnished Support/Information/Material

C.6.1 The Government shall provide access to office space, furniture, telephone services, normal office supplies, computers, computer network access, peripheral equipment, hardware, software and other related materials.

C.7 Quality Assurance Surveillance Plan (QASP)

C.7.1 The Government shall evaluate the contractor's performance under this contract in accordance with the QASP. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance and the minimum acceptable defect rate(s).

C.8 Period of Performance

C.8.1 The period of performance shall be:

Ordering Year 1 - Date of Award through 364 days after the Date of Award

Ordering Year 2 - 365 days after Date of Award through 730 days after Date of Award

Ordering Year 3 - 731 days after Date of Award through 1,095 days after Date of Award

C.9 Hours of Operation/Place of Performance

C.9.1 The contractor is responsible for conducting services between the hours of 0600 and 1800 , Monday through 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. A 9 day/80 hour work schedule is also acceptable. The contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within the TO when the Government facility is not closed for the above reasons.

C.10 Travel

C.10.1 The contractor may be required to travel. The Contracting Officer (PCO) must authorize all travel in advance. All travel in connection with this effort shall be conducted in accordance with DoD Joint Travel Regulations. There will be no reimbursement for local travel in and around the contractor's place of performance where no overnight lodging is required.

C.11 Security

C.11.1 Security Classification Requirement for individuals accomplishing this statement of work is Secret. All Contractor personnel must maintain a favorable background investigation before accessing the TACOM databases and local Area Network in accordance with *AR 25-2* and *AR 380-67*. All information or data developed under this effort belongs to and is the property of the U.S. Government and shall be marked and handled as For Official Use Only (FOUO). The Contractor shall not release any information or data to third parties without express written approval of the PCO. The Contractor shall have access to Government data for the accomplishment of work under this agreement. The Contractor may be required to sign a non-disclosure agreement.

C.12 Contractor Manpower Reporting

C.12.1 The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for technical and material handling support for TARDEC via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>, and then click on "Department of the Army CMRA" or the icon of the DoD organization that is receiving or benefitting from the contractual services.

C.12.2 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 by clicking on "Send an email" which is located under the Help Resources ribbon on the top of the right side of the login page of the applicable Service/Component's CMR website.

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of Clause)

52.204-4021 CONTRACTOR EMPLOYEES WHO REQUIRE ACCESS TO GOVERNMENT INFORMATION SYSTEMS (JUN 2012)

All contractor employees shall be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and must successfully complete the DoD Information Assurance Awareness training prior to access to the information system, and annually thereafter.

(End of Clause)

52.204-4022 REQUIREMENT FOR AN OPSEC STANDING OPERATION PROCEDURE/PLAN (JAN 2014)

- a. The contractor is subject to provisions of the TACOM LCMC OPSEC Standing Operating Procedures (SOP/Plan), per AR 530-1, Operations Security. This SOP/Plan will specify the government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it.
- b. The contractor will receive a copy of the SOP/Plan at time of award. Local form STA Form 7114 (or similar) will be used to document and record security OPSEC reviews which are conducted by G2, TACOM LCMC or individual organizations supporting OPSEC Officers.
- c. The contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure that this individual is OPSEC Level I.

(End of Clause)

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

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 60 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each contractor employee and subcontractor employee requiring access to Army installations, facilities, or controlled access areas to the COR (or to the contracting officer, if a COR is not assigned) within 60 calendar days after completion of training. AT Level I awareness training is available at <https://atlevel1.dtic.mil/at>.

(End of Clause)

52.209-4022 iWATCH TRAINING (JUN 2012)

The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 60 calendar days of contract award and within 60 calendar days of new employees' commencing performance, with the results reported to the COR no later than 75 calendar days after contract award.

(End of Clause)

52.204-4023 OPSEC TRAINING REQUIREMENT (JUN 2012)

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

(End of Clause)

52.204-4024 INFORMATION ASSURANCE (IA)/INFORMATION TECHNOLOGY (IT) TRAINING
(JUN 2012)

All contractor employees and associated subcontractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M, and AR 25-2 within six months of employment.

(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	N/A	N/A	N/A	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	N/A	N/A	N/A	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	N/A	N/A	N/A	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4

Inspection Of Services--Fixed Price

AUG 1996

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 17-SEP-2014 TO 16-SEP-2015	N/A	TARDEC DAVID NOFZ DAVID NOFZ RDTA-EN/MS 267 DAVID.R.NOFZ.CIV@MAIL.MIL WARREN MI 48397-5000 586-282-9349 FOB: Destination	W91ATL
0002	POP 17-SEP-2014 TO 16-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91ATL
0003	POP 17-SEP-2014 TO 16-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91ATL
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
1001	POP 17-SEP-2015 TO 16-SEP-2016	N/A	TARDEC DAVID NOFZ DAVID NOFZ RDTA-EN/MS 267 DAVID.R.NOFZ.CIV@MAIL.MIL WARREN MI 48397-5000 586-282-9349 FOB: Destination	W91ATL
1002	POP 17-SEP-2015 TO 16-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91ATL
1003	POP 17-SEP-2015 TO 16-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91ATL
1004	N/A	N/A	N/A	N/A
1005	N/A	N/A	N/A	N/A

2001	POP 17-SEP-2016 TO 16-SEP-2017	N/A	TARDEC DAVID NOFZ DAVID NOFZ RDTA-EN/MS 267 DAVID.R.NOFZ.CIV@MAIL.MIL WARREN MI 48397-5000 586-282-9349 FOB: Destination	W91ATL
2002	POP 17-SEP-2016 TO 16-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91ATL
2003	POP 17-SEP-2016 TO 16-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91ATL
2004	N/A	N/A	N/A	N/A
2005	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

52.232-4007

WIDE AREA WORK FLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS (AUG 2012)

The contractor shall use WAWF to electronically process invoices for payment and receiving reports. The contractor shall register to use WAWF and take the Web-based training at <https://wawf.eb.mil>. Direct any questions relating to the system and vendor training to the Ogden Help Desk at 866-618-5988.

To properly route an invoice and receiving report through WAWF, the contractor shall indicate the following when prompted:

1. Select the appropriate type of invoice as indicated below. **It is imperative that contractors select the proper type of invoice.** Improper selection of an invoice type will result in the delay of a payment or the rejection of an invoice submittal.

 Invoice and Receiving Report Combo (Supplies)

Use for contracts that are entirely for supply requirements or for contracts that are predominantly for supply requirements but also includes minimal service line items.

 X **Invoice 2-in-1 (Services)**

Use for contracts that are entirely for service requirements.

2. Use the following DoDAAC (Department of Defense Activity Address Code) codes when prompted:

- Your firm's CAGE Code: (found in Block 15A of SF 33) **6VC96**
- Issue and Admin DoDAAC Code: (found in Block 7 of SF 33) **W56HZV**
- Ship-To DoDAAC Code: (if deliverables are involved) (found in Section B of the contract where SF 33) **N/A**
- Accept-By DoDAAC Code: **W91ATL**
- Payment DoDAAC Code: (found in Block 25 of SF 33) **HQ0490**

3. Include the **Purchase Request Number** as specified in each Contract Line Item Number (CLIN). This number can be found at the bottom of the extended description of each CLIN. **NOTE:** The purchase request number may be different for each CLIN.

4. Indicate the proper **Unit of Measure** as specified in each CLIN. Failure to indicate the proper Unit of Measure will lead to vendor pay issues.

5. Indicate the following **Acceptor, Alternate Acceptor, and Contract Specialist** when the WAWF system prompts for "additional e-mail submission" after clicking "Signature".

- Primary Acceptor Name: **David Nofz**
- Primary Acceptor e-mail: **david.r.nofz.civ@mail.mil**
- Alternate Acceptor Name: (Indicate)
- Alternate Acceptor e-mail: (Indicate)
- Contract Specialist Name: (Indicate)
- Contract Specialist e-mail: (Indicate)

To track the status of an invoice, in WAWF click on the link, “Pay Status” (myInvoice-External link) found under the tab named “Lookup” or by going to <https://myinvoice.csd.disa.mil/index.html>. If the payment office indicated in the contract is Columbus, direct any payment related questions to the Defense Finance Accounting Services (DFAS) Columbus at 800-756-4571. If the payment office is other than Columbus, contact the contract administrator for the customer service phone/fax numbers.

[End of clause]

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2013
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.232-17	Interest	OCT 2010
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 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
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.204-7012	Safeguarding of unclassified controlled technical information	NOV 2013
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
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
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012

CLAUSES INCORPORATED BY FULL TEXT

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

- (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

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

- (e) 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>.
- (f) 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.
- (g) 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).
- (h) 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.
- (i) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

(End of Clause)

52.211-4073
USE AND NON-DISCLOSURE AGREEMENT REQUIREMENT (OCT 2010)

The Government requires a "Use and Non-Disclosure Agreement" (NDA) to be signed by an authorized representative of your firm before you are granted access to the technical data. The appropriate Agreement is:

Available at <http://contracting.tacom.army.mil/acqinfo/contractorforms.htm>
titled: -1-

Appears in 52.215-4405 (TACOM) Access to the Detroit Arsenal; Identifying Contractor Employees;
Non-Disclosure Statement.

Follow the instructions on the Agreement, and email/fax it to the buyer at Jacqueline.c.adams8.civ@mail.mil , or fax 586-282-8636. The buyer will notify the FBO administrator upon receiving the NDA. The administrator will grant approval to view/download the TDP. An email stating approval has been granted will be sent to the vendor. It can take up to 24 hours after approval before you are able to view the TDP. If you have any questions/problems viewing the TDP, contact the buyer.

[End of Clause]

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

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

x (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 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)).

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

x (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

x (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

x (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

___ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

x (16) 52.219-8, Utilization of Small Business Concerns (July 2013) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (July 2013) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Jul 2010) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (July 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (23) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (25) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
- (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).
- (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

(ii) Alternate I (Dec 2007) of 52.223-16.

(40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(41) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

(42)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAR 2012) of 52.225-3.

(iii) Alternate II (MAR 2012) of 52.225-3.

(iv) Alternate III (NOV 2012) of 52.225-3.

(43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

(47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

(51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

(52) 52.232-36, Payment by Third Party (July 2013) (31 U.S.C. 3332).

(53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

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

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

(6) 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.).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (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 (l) of FAR clause 52.222-17.

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

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

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (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 (Aug 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 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.

(xv) 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 any order where the combined labor hours of technical writing and illustration services, regardless of mix between the two labor types is less than 40 hours, 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 where the combined labor hours of technical writing and illustration services, regardless of mix between the two labor types is more than 17,316 hours

(2) 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 5 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 (4) years after contract award.

(End of clause)

52.222-17 Nondisplacement of Qualified Workers. (JAN 2013)

(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or (ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also

contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the

Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this 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 date of contract 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)

252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

U.S. Small Business Administration
Michigan District Office
477 Michigan Avenue, Room 515
Detroit, MI 48226

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

SECTION J LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

LIST OF EXHIBITS

<u>List</u>	<u>Title</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRLs, including Data Items No. A001, A002, A003, and A004	2	Data