

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 19				
2. CONTRACT NO. W56HZV-14-P-A607		3. AWARD/EFFECTIVE DATE 14-May-2014		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME		
9. ISSUED BY INSTAL & VEHICLE SUP CONTRACTING DIV 6501 E. 11 MILE ROAD WARREN MI 48397-5000 TEL: FAX:			CODE W56HZV		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 25.5M NAICS: 811212			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS Net 30 Days
15. DELIVER TO PEO GROUND COMBAT SYSTEMS LYNDA KIELAN 6501 E 11 MILE ROAD MAIL STOP 505 WARREN MI 48397-5000			CODE W56TRU		16. ADMINISTERED BY INSTAL & VEHICLE SUP CONTRACTING DIV KAREN L KENNEDY CCTA-HDC-AMS350 KAREN.L.KENNEDY26.CIV@MAIL.MIL WARREN MI 48397-5000			CODE W56HZV		
17a. CONTRACTOR/OFFEROR NICKGRACE, INC. TOM WYKOWSKI 4872 WASHTENAW AVE ANN ARBOR MI 48108-3442 TEL. 586-685-4700			CODE 6NRH0		18a. PAYMENT WILL BE MADE BY DFAS-INDY VP GFEB5 8899 E 56TH STREET INDIANAPOLIS IN 46249-3800			CODE HQ0490		
FACILITY CODE 6NRH0			17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
SEE SCHEDULE										
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$25,671.66 EST				
<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				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> 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 HEREIN. REF: Quote dated 23 Apr 2014					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED			
							14-May-2014			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) MAJ MICHELLE RAMOS / CONTRACTING OFFICER TEL: 586-282-6553 EMAIL: michelle.r.ramos.mil@mail.mil						

**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	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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Job	\$24,875.00	\$24,875.00 EST

SHARP Copier Maintenance- GCS
 FFP
 SHARP Copier Maintenance- GCS Base Year

Qty 1 Sharp MX5001N - Serial #2000013X00 -
 Black copies (estimated) yearly volume
 25,000 x per page =\$.01 \$250.00
 Color (estimated) yearly volume
 100,000 x per page =\$.063 \$6,300.00

Qty 1 Sharp MX5001N - Serial #10000761 -
 Black copies (estimated) yearly volume
 50,000 x per page =\$.01 \$500.00
 Color (estimated) yearly volume
 150,000 x per page =\$.063 \$9,450.00

Qty 1 Sharp MX6200N - Serial #90000222 -
 Black copies (estimated) yearly volume
 50,000 x per page =\$.01 \$500.00
 Color (estimated)
 125,000 x per page =\$.063 \$7,875.00

Period of Performance is based on quarterly invoicing.

**INCREMENTAL INVOICING BY THE CONTRACTOR IS
 ACCEPTABLE**

PLACE OF PERFORMANCE:

Detroit Arsenal – TACOM
 PEO Ground Combat Systems
 6501 E. 11 Mile Road
 Warren, MI 48397-5000
 Building 229, 1st Floor / Office: SFAE-GCS
 Attn: Lynda Kielan – Primary Acceptor / Lynda.J.Kielan.civ@mail.mil / (586)
 282-8671
 Alternate Acceptor: Judy Busha / Judith.K.Busha.civ@mail.mil / (586) 282-8805

MARK FOR: W56HZV-14-P-A607

For invoicing instructions see clause: 52.232-4007 Wide Area Workflow
 FOB: Destination
 PURCHASE REQUEST NUMBER: 0010517755

NET AMT \$24,875.00 (EST.)

ACRN AA \$24,875.00
 CIN: GFEB001051775500001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Job	\$796.66	\$796.66 EST

AMPV SHARP COPIER MAINT
FFP
Maintenance for AMPV Copier – 5 Month

Qty 1 Sharp MX5001N - Serial #10001650-
Black copies (estimated) 5 month volume
16,666 x per page =\$.01 \$400.00
Color (estimated)
10,000 x per page =.....\$.063 \$1,512.00

Period of Performance is based on quarterly invoicing.

**INCREMENTAL INVOICING BY THE CONTRACTOR IS
ACCEPTABLE**

PLACE OF PERFORMANCE:
Detroit Arsenal – TACOM
PEO Ground Combat Systems
6501 E. 11 Mile Road
Warren, MI 48397-5000
Office Symbol: CCTA-ASA-A
Attn: Tina Hendricks – Primary Acceptor / (586) 282-7858 /
ernestine.g.hendricks.civ@mail.mil
Teresa Turner – Alternate Acceptor / (586)282-0142 /
teresa.k.turner6.civ@mail.mil

MARK FOR: W56HZV-14-P-A607

For invoicing instructions see clause: 52.232-4007 Wide Area Workflow
FOB: Destination
PURCHASE REQUEST NUMBER: 0010517757

NET AMT

\$796.66 (EST.)

ACRN AA
CIN: GFEB001051775700001

\$796.66

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

Maintenance Overages GCS
 FFP
 Maintenance Overages for GCS Sharp Copiers- Base Year

Qty 1 Sharp MX5001N - Serial #2000013X00 -
 Black copies (estimated) yearly volume
 25,000 x per page =\$.01 \$250.00
 Color (estimated) yearly volume
 100,000 x per page =\$.063 \$6,300.00

Qty 1 Sharp MX5001N - Serial #10000761 -
 Black copies (estimated) yearly volume
 50,000 x per page =\$.01 \$500.00
 Color (estimated) yearly volume
 150,000 x per page =\$.063 \$9,450.00

Qty 1 Sharp MX6200N - Serial #90000222 -
 Black copies (estimated) yearly volume
 50,000 x per page =\$.01 \$500.00
 Color (estimated)
 125,000 x per page =\$.063 \$7,875.00

Period of Performance is based on quarterly invoicing.

INCREMENTAL INVOICING BY THE CONTRACTOR IS ACCEPTABLE

PLACE OF PERFORMANCE:

Detroit Arsenal – TACOM
 PEO Ground Combat Systems
 6501 E. 11 Mile Road
 Warren, MI 48397-5000
 Building 229, 1st Floor / Office: SFAE-GCS
 Attn: Lynda Kielan – Primary Acceptor / Lynda.J.Kielan.civ@mail.mil / (586) 282-8671
 Alternate Acceptor: Judy Busha / Judith.K.Busha.civ@mail.mil / (586) 282-8805

MARK FOR: W56HZV-14-P-A607

For invoicing instructions see clause: 52.232-4007 Wide Area Workflow
 FOB: Destination

NET AMT \$0.00

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

Maintenance Overages-AMPV Copier
FFP
Maintenance Overages for AMPV Sharp Copier for 5 months:

Sharp MX5001N - Serial #10001650 -
Black copies \$.01 per page over 40,000 copies
Color copies \$.063 per page over 24,000 copies

Period of Performance is based on quarterly invoicing.

**INCREMENTAL INVOICING BY THE CONTRACTOR IS
ACCEPTABLE**

PLACE OF PERFORMANCE :

Detroit Arsenal – TACOM
PEO Ground Combat Systems
6501 E. 11 Mile Road
Warren, MI 48397-5000
Office Symbol: CCTA-ASA-A
Attn: Tina Hendricks – Primary Acceptor / (586) 282-7858 /
ernestine.g.hendricks.civ@mail.mil
Teresa Turner – Alternate Acceptor / (586)282-0142 /
teresa.k.turner6.civ@mail.mil

MARK FOR: W56HZV-14-P-A607

For invoicing instructions see clause: 52.232-4007 Wide Area Workflow
FOB: Destination

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		1	Job	\$24,875.00	\$24,875.00 EST

OPTION

Maintenance GCS- Opt Year 1
 FFP
 Maintenance for GCS Copiers – Option Year 1

Qty 1 Sharp MX5001N - Serial #2000013X00 -
 Black copies (estimated) yearly volume
 25,000 x per page =\$.01 \$250.00
 Color (estimated) yearly volume
 100,000 x per page =\$.063 \$6,300.00

Qty 1 Sharp MX5001N - Serial #10000761 -
 Black copies (estimated) yearly volume
 50,000 x per page =\$.01 \$500.00
 Color (estimated) yearly volume
 150,000 x per page =\$.063 \$9,450.00

Qty 1 Sharp MX6200N - Serial #90000222 -
 Black copies (estimated) yearly volume
 50,000 x per page =\$.01 \$500.00
 Color (estimated)
 125,000 x per page =\$.063 \$7,875.00

Period of Performance is based on quarterly invoicing.

****INCREMENTAL INVOICING BY THE CONTRACTOR IS ACCEPTABLE****

PLACE OF PERFORMANCE:

Detroit Arsenal – TACOM
 PEO Ground Combat Systems
 6501 E. 11 Mile Road
 Warren, MI 48397-5000
 Building 229, 1st Floor / Office: SFAE-GCS
 Attn: Lynda Kielan – Primary Acceptor / Lynda.J.Kielan.civ@mail.mil / (586) 282-8671
 Alternate Acceptor: Judy Busha / Judith.K.Busha.civ@mail.mil / (586) 282-8805

MARK FOR: W56HZV-14-P-A607

For invoicing instructions see clause: 52.232-4007 Wide Area Workflow
 FOB: Destination

NET AMT

\$24,875.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Job	\$24,875.00	\$24,875.00 EST

OPTION Maintenance GCS Copiers - Opt Year 2
 FFP
 Maintenance for GCS Copiers – Option Year 2

Qty 1 Sharp MX5001N - Serial #2000013X00 -
 Black copies (estimated) yearly volume
 25,000 x per page =\$.01 \$250.00
 Color (estimated) yearly volume
 100,000 x per page =\$.063 \$6,300.00

Qty 1 Sharp MX5001N - Serial #10000761 -
 Black copies (estimated) yearly volume
 50,000 x per page =\$.01 \$500.00
 Color (estimated) yearly volume
 150,000 x per page =\$.063 \$9,450.00

Qty 1 Sharp MX6200N - Serial #90000222 -
 Black copies (estimated) yearly volume
 50,000 x per page =\$.01 \$500.00
 Color (estimated)
 125,000 x per page =\$.063 \$7,875.00
 Period of Performance is based on quarterly invoicing.

****INCREMENTAL INVOICING BY THE CONTRACTOR IS
 ACCEPTABLE****

PLACE OF PERFORMANCE:

Detroit Arsenal – TACOM
 PEO Ground Combat Systems
 6501 E. 11 Mile Road
 Warren, MI 48397-5000
 Building 229, 1st Floor / Office: SFAE-GCS
 Attn: Lynda Kielan – Primary Acceptor / Lynda.J.Kielan.civ@mail.mil / (586)
 282-8671
 Alternate Acceptor: Judy Busha / Judith.K.Busha.civ@mail.mil / (586) 282-8805

MARK FOR: W56HZV-14-P-A607

For invoicing instructions see clause: 52.232-4007 Wide Area Workflow
 FOB: Destination

NET AMT

\$24,875.00 (EST.)

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
0004	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 14-MAY-2014 TO 13-MAY-2015	N/A	PEO GROUND COMBAT SYSTEMS LYNDA KIELAN 6501 E 11 MILE ROAD MAIL STOP 505 WARREN MI 48397-5000 586-282-8671 FOB: Destination	W56TRU
0002	POP 14-MAY-2014 TO 30-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56TRU
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
1001	POP 14-MAY-2015 TO 13-MAY-2016	N/A	PEO GROUND COMBAT SYSTEMS LYNDA KIELAN 6501 E 11 MILE ROAD MAIL STOP 505 WARREN MI 48397-5000 586-282-8671 FOB: Destination	W56TRU
2001	POP 14-MAY-2016 TO 13-MAY-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56TRU

ACCOUNTING AND APPROPRIATION DATA

AA: 0212014201420200000443435252 A.0016153.4.3.8.6 6100.9000021001
 COST CODE: A5XGH
 AMOUNT: \$25,671.66
 CIN GFEBS001051775500001: \$24,875.00
 CIN GFEBS001051775700001: \$796.66

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2013
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.247-34	F.O.B. Destination	NOV 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.211-4000 (TACOM) MARKING OF SHIPMENT (JUL 2008)

All packages must be marked with the contents and TACOM Contract/Order Number.
 Failure to properly mark all shipments may result in delayed payment and possible rejection of invoices and/or shipments.

[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.)

___ (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.)

___ (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).

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

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

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

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

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

___ (13) [Reserved]

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

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

- ____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ____ (ii) Alternate I (Oct 1995) of 52.219-7.
- ____ (iii) Alternate II (Mar 2004) of 52.219-7.
- ____ (16) 52.219-8, Utilization of Small Business Concerns (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)).

- X (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- X (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- X (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- X (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- X (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (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).
- X (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)).

X (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)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 365 provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 7 May 2016.

(End of clause)

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]

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.

 X **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.

 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: **6NRH0** (found in Block 17a of SF 1449)
 - Issue and Admin DoDAAC Code: **W56HZV** (found in Block 9 of SF 1449)
 - Ship-To DoDAAC Code: **W56TRU** (if deliverables are involved) (found in Block 15 of SF 1449)
 - Accept-By DoDAAC Code: **W56TRU**
 - Payment DoDAAC Code: **HQ0490** (found in Block 18a of SF 1449)
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: Lynda Kielan
 - Primary Acceptor e-mail: Lynda.J.Kielan.civ@mail.mil
 - Alternate Acceptor Name: Judith Busha
 - Alternate Acceptor e-mail: Judith.K.Busha.civ@mail.mil
 - Contract Specialist Name: Karen Kennedy
 - Contract Specialist e-mail: Karen.L.Kennedy26.civ@mail.mil

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

[End of clause]

52.252-2 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):

Federal Acquisition Regulation (FAR): <http://farsite.hill.af.mil/vffar.htm>

Department of Defense Far Supplement (DFARS): <http://farsite.hill.af.mil/VFDFAR1.HTM>

(End of clause)