

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0010562589-0001		PAGE 1 OF 16				
2. CONTRACT NO. W56HZV-14-P-A808		3. AWARD/EFFECTIVE DATE 23-Sep-2014		4. ORDER NUMBER		5. SOLICITATION NUMBER W56HZV-14-T-A408		6. SOLICITATION ISSUE DATE 16-Sep-2014		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME BRADLEY ZEMKE				b. TELEPHONE NUMBER (No Collect Calls) 586-282-6473		8. OFFER DUE DATE/LOCAL TIME 11:59 PM 16 Sep 2014		
9. ISSUED BY CODE W56HZV  INSTAL & VEHICLE SUP CONTRACTING DIV BRADLEY ZEMKE CCTA-HDC-C/MS 350 BRADLEY.J.ZEMKE.CIV@MAIL.MIL WARREN MI 48397-5000  TEL: 586-282-6473 FAX: 586-282-8636			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NAICS: 711510 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$7,500,000							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING				
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				
15. DELIVER TO CODE W74R7L  U S ARMY CENTER OF MILITARY HISTORY SARAH FORGEY 9955 TRACY LOOP BLDG 765 FORT BELVOIR VA 22060			16. ADMINISTERED BY CODE W56HZV  INSTAL & VEHICLE SUP CONTRACTING DIV 6501 E. 11 MILE ROAD WARREN MI 48397-5000							
17a. CONTRACTOR/OFFEROR CODE 76E08 FACILITY CODE  HIRSCHL & ADLER GALLERIES, INC RAY LAZERSON 730 5TH AVENUE FL 4 NEW YORK NY 10019-4105 TELEPHONE NO. 212-535-8810			18a. PAYMENT WILL BE MADE BY CODE HQ0490  DFAS-INDY VP GFEB5 8899 E 56TH STREET INDIANAPOLIS IN 46249-3800							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
		<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>							26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$602,000.00</b>			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  <i>Heather M Mundy</i>					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) HEATHER M. MUNDT / CONTRACTING OFFICER TEL: 586-282-6506 EMAIL: heather.m.mundy.civ@mail.mil				31c. DATE SIGNED 23-Sep-2014	

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

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

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

52.201-4000 TACOM-WARREN OMBUDSPERSON

Jan 06

Information regarding the TACOM-Warren Ombudsperson is located at the website  
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Paintings by Samuel Johnson Woolf FFP	1	Each	\$602,000.00	\$602,000.00

The contractor shall provide the following paintings:

- One of the Marines
  - Courtyard of an Evacuation Hospital
  - A Trench Ambulance on the Firing Line
  - Soldier Smoking - Half Length,
  - Military Procession at Mailly le Camp
  - Portrait of General John Joseph Pershing (1860-1948)
  - Battle Scene with Barbed Wire
  - A Machine-Gun Nest
  - Through the Wall – Marines at Bouresches
  - A Night March
  - Soldiers at Camp
  - Observation Post Near Verdun
  - Protecting the First Aid Station
  - Soldiers in Bombed-Out Town
  - A Grave on the Marne
  - Crucifix and Dead Soldier
  - Hospital Scene
  - Scene with Medics
  - The Intelligence Section, \_A.E.F., Menil la Tour
  - First Aid Station at Seicheprey [In a Front-Line Dressing Station at Seicheprey],
  - "Carry On"
  - Battle Scene with Barbed Wire, and
  - Battle Scene
- FOB: Destination  
 BRAND NAME/SOLE SOURCE: SS  
 PURCHASE REQUEST NUMBER: 0010562589-0001

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NET AMT \$602,000.00

ACRN AA \$602,000.00  
 CIN: GFEB001056258900001

## Section C - Descriptions and Specifications

SOW

**STATEMENT OF WORK**  
**for**  
**US ARMY CENTER OF MILITARY HISTORY**  
**MILITARY COLLECTION 1776-1865**

**1.0 Background**

The mission of the Museum Division, US Army Center of Military History, is to collect, preserve, and interpret historical material culture or artifacts, as stipulated in Federal Statute and Army regulation (Army Regulation 870-20 Army Museums, Historical Artifacts, and Art [11 Jan 1999], Para 1-5a), which states: "The Army Historical Collection is part of the National Collection of the United States of America. The preservation for public use of historical objects of national significance for the inspiration and benefit of the people of the United States is governed by sections 431 through 433, and 470, title 16, United States Code (16 USC, 431-433, and 470), as amended." Section 1, 16 USC 461, further declares "that it is a national policy to preserve for public use...objects of national significance for the inspiration and benefit of the people of the United States." Section 1, 16 USC 470, states: "The historical and cultural foundations of the Nation should be preserved as a living part of our community life and development in order to give a sense of orientation to the American people....the preservation of this irreplaceable heritage is in the public interest so that its vital legacy of cultural, educational, aesthetic, inspirational, economic, and energy benefits will be maintained and enriched for future generations of Americans...." Section 110 notes that "The heads of all Federal agencies shall assume responsibility for the preservation of historic properties which are owned or controlled by such agency." Finally, Section 301 of 470 defines "historic property" or historic resource" to mean "any...historic...object included in, or eligible for inclusion on the National Register, including artifacts, records, and material remains related to such a property or resource." Preservation of objects is then defined as identification, evaluation, recordation, documentation, curation, acquisition, protection, management, rehabilitation, conservation, and education and training...."

**2.0 Scope**

The Collections Branch, Museum Division, is responsible for the identification and acquisition of material culture of US Army and national significance. In support of the mission of the Collections Branch, the Army Art Collection will collect works of art documenting the experience of the American soldier and the history of the Army from the Revolutionary War to the present day. The focus of the collection is on art created by contemporary eyewitnesses, generally soldiers themselves, related to the soldier's experience.

**3.0 Requirements**

Purchase of a collection of twenty-three (23) World War I paintings by Samuel J. Woolf, a war artist for *Collier's Weekly* magazine. Woolf was embedded with the American

Expeditionary Forces in Europe and witnessed firsthand the events that are portrayed in these paintings. These paintings are one-of-a-kind historic documents. As the Army's World War I artwork was transferred to the Smithsonian Institution after the war, the Army Art Collection contains very few examples of eyewitness art depicting the war. Purchase of this collection will fill a gap in the Army's pictorial record of its history.

- a. Painting, oil on canvas, *One of the Marines*, by Samuel J. Woolf, 30 x 22 in. APG 14449D.005
- b. Painting, oil on canvas, *Courtyard of an Evacuation Hospital*, by Samuel J. Woolf, 22 x 30 in. APG 14449D.008
- c. Painting, oil on canvas, *A Trench Ambulance on the Firing Line*, by Samuel J. Woolf, 30 x 22 in. APG 14449D.009
- d. Painting, oil on canvas, *Soldier Smoking - Half Length*, by Samuel J. Woolf, 30 x 22 in. APG 14449D.010
- e. Painting, oil on canvas, *Military Procession at Maily le Camp*, by Samuel J. Woolf, 22 x 30 in. APG 14449D.011
- f. Painting, oil on canvas, *Portrait of General John Joseph Pershing (1860-1948)*, by Samuel J. Woolf, 30 x 22 in. APG 14449D.014
- g. Painting, oil on canvas, *Battle Scene with Barbed Wire*, by Samuel J. Woolf, 30 x 40 in. APG 14449D.016
- h. Painting, oil on canvas, *A Machine-Gun Nest*, by Samuel J. Woolf, 40 x 30 in. APG 14449D.017
- i. Painting, oil on canvas, *Through the Wall – Marines at Bouresches*, by Samuel J. Woolf, 30 x 40 in. APG 14449D.018
- j. Painting, oil on canvas, *A Night March*, by Samuel J. Woolf, 30 x 40 in. APG 14449D.019
- k. Painting, oil on canvas, *Soldiers at Camp*, by Samuel J. Woolf, 35 1/4 x 42 in. APG 14449D.021
- l. Painting, oil on canvas, *Observation Post Near Verdun*, by Samuel J. Woolf, 35 1/4 x 42 in. APG 14449D.022
- m. Painting, oil on canvas, *Protecting the First Aid Station*, by Samuel J. Woolf, 35 1/4 x 42 in. APG 14449D.023
- n. Painting, oil on canvas, *Soldiers in Bombed-Out Town*, by Samuel J. Woolf, 30 x 40 in. APG 14449D.024
- o. Painting, oil on canvas, *A Grave on the Marne*, by Samuel J. Woolf, 30 x 40 in. APG 14449D.025
- p. Painting, oil on canvas, *Crucifix and Dead Soldier*, by Samuel J. Woolf, 40 x 30 in. APG 14449D.026
- q. Painting, oil on canvas, *Hospital Scene*, by Samuel J. Woolf, 30 x 40 in. APG 14449D.027
- r. Painting, oil on canvas, *Scene with Medics*, by Samuel J. Woolf, 30 x 40 in. APG 14449D.028
- s. Painting, oil on canvas, *The Intelligence Section, \_A.E.F., Menil la Tour*, by Samuel J. Woolf, 40 x 50 in. APG 14449D.029
- t. Painting, oil on canvas, *First Aid Station at Seicheprey [In a Front-Line Dressing Station at Seicheprey]*, by Samuel J. Woolf, 40 x 50 in. APG 14449D.030

- u. Painting, oil on canvas, *"Carry On"*, by Samuel J. Woolf, 30x 40 in. APG 14449D.031
- v. Painting, oil on canvas, *Battle Scene with Barbed Wire*, by Samuel J. Woolf, 40 x 60 in. APG 14449.034
- w. Painting, oil on canvas, *Battle Scene*, by Samuel J. Woolf, 40 x 59 1/2 in. APG 14449.038

**4.0 Additional Information**

The period of performance is 30 days after award. This is a purchase requirement. No government furnished equipment or supplies are necessary for the vendor to supply needed services.

**5.0 Deliverables:** The contractor shall ship or deliver the collection via dedicated fine arts shipper to the US Army Center of Military History, Collections Branch (MSC-B), 9955 Tracy Loop, Bldg 765, Fort Belvoir, VA 22060 within 30 days after award.

**6.0 Performance Management:** N/A

**7.0 Logistics Management:** N/A

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

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	24-OCT-2014	1	U S ARMY CENTER OF MILITARY HISTORY SARAH FORGEY 9955 TRACY LOOP BLDG 765 FORT BELVOIR VA 22060 703-805-7359 FOB: Destination	W74R7L

## CLAUSES INCORPORATED BY REFERENCE

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

## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: 02120142014202000004434352520030000827                      6100.9000021001  
COST CODE: A22HH  
AMOUNT: \$602,000.00  
CIN GFEBS001056258900001: \$602,000.00

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

Combo

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

Destination

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

Routing Data Table\*

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

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

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

[Sarah.g.forgey.civ@mail.mil](mailto:Sarah.g.forgey.civ@mail.mil)

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

N/A

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

(End of clause)

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-4005 (TACOM) REQUIRED USE OF ELECTRONIC COMMERCE (AUG 2012)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website: <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) System for Award Management (SAM). The SAM registration process may be done electronically at the World Wide Web (WWW) site: <https://www.sam.gov/portal/public/SAM>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)

Rock Island - JMTC: <https://acquisition.army.mil/asfi/>

Red River Army Depot: <https://www.redriver.army.mil/>

Anniston Army Depot: <https://acquisition.army.mil/asfi/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic SAM registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [usarmy.detroit.acc.mbx.wrn-web-page@mail.mil](mailto:usarmy.detroit.acc.mbx.wrn-web-page@mail.mil) or by calling (586) 282-7059.

[End of Clause]

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2014
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2014
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-17	Interest	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.242-13	Bankruptcy	JUL 1995
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding of unclassified controlled technical information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.246-7000	Material Inspection And Receiving Report	MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xiv) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)