

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b> Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number SEE SCHEDULE		Page 1 Of 14				
2. Contract No. W31P4Q-15-A-0008		3. Award/Effective Date 2014NOV05		4. Order Number		5. Solicitation Number		6. Solicitation Issue Date		
7. For Solicitation Information Call:		A. Name JEREMY WATERS			B. Telephone Number (No Collect Calls) (256)876-3139		8. Offer Due Date/Local Time			
9. Issued By ARMY CONTRACTING COMMAND-REDSTONE REDSTONE ARSENAL AL 35898-5280			Code W31P4Q		10. This Acquisition is <input type="checkbox"/> Unrestricted OR <input type="checkbox"/> Set Aside: % For:					
Email: MICHAEL.J.WATERS46.CIV@MAIL.MIL					<input type="checkbox"/> Small Business		<input type="checkbox"/> Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program			
					<input type="checkbox"/> Hubzone Small Business		<input type="checkbox"/> Economically Disadvantaged Women-Owned Small Business (EDWOSB)			
<input type="checkbox"/> Service-Disabled Veteran-Owned Small Business NAICS: 336419					<input type="checkbox"/> 8(A)		Size Standard: 1000			
					<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)		13b. Rating DOA2			
11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule			12. Discount Terms		14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP					
15. Deliver To SEE SCHEDULE			Code		16. Administered By US ARMY AVN & MISSILE CMD AMCOM CONTRACTING CENTER BLDG 5303 SPARKMAN CIR REDSTONE ARSENAL AL 35898-5280					
Telephone No.					Code W31P4Q					
17a. Contractor/Offeror Code LCE NEWPORT BEACH IT INC 4960 CORPORATE DR NW UNIT 101 HUNTSVILLE, CA 35805-6229		Code 6ERR2		Facility		18a. Payment Will Be Made By DFAS-INDY VP GFEB5 8899 E. 56TH STREET INDIANAPOLIS IN 46249-3120				
Telephone No. (949)394-3221					Code HQ0490					
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer					18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum					
19. Item No.	20. Schedule Of Supplies/Services				21. Quantity	22. Unit	23. Unit Price		24. Amount	
	SEE SCHEDULE									
	(Use Reverse and/or Attach Additional Sheets As Necessary)									
25. Accounting And Appropriation Data							26. Total Award Amount (For Govt. Use Only) \$0.00			
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 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 <u>2</u> 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) /SIGNED/						
30b. Name And Title Of Signer (Type Or Print)			30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) BRIGGITTE A FLETCHER BRIGGITTE.A.FLETCHER.CIV@MAIL.MIL (256)842-5081			31c. Date Signed 2014NOV05		

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

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		
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		37. Check Number
<input type="checkbox"/> Partial <input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		
38. S/R Account No.	39. S/R Voucher Number	40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment		42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer		41c. Date	42b. Received At (Location)		
			42c. Date Rec'd (YY/MM/DD)	42d. Total Containers	

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**Name of Offeror or Contractor:** LCE NEWPORT BEACH IT INC

## SUPPLEMENTAL INFORMATION

Buyer Name: JEREMY WATERS  
Buyer Office Symbol/Telephone Number: CCAM-RD-D/(256)876-3139  
Type of Contract: Firm Fixed Price  
Kind of Contract: Supply Contracts and Priced Orders  
Type of Business: Other Small Business Performing in U.S.  
Surveillance Criticality Designator: C  
BPA Expiration Date: 2015OCT31

\*\*\* End of Narrative A0000 \*\*\*

BLANKET PURCHASE AGREEMENT NUMBER W31P4Q-15-A-0008 with LCE Newport Beach IT Inc. for Weapons Development and Integration Directorate (WDID) Blanket Purchase Agreement (BPA).

1. **GENERAL.** This document sets forth the terms for establishment of this Blanket Purchase Agreement (BPA). This BPA is a written instrument of understanding between the Government and LCE Newport Beach IT Inc, and contains terms and clauses applying to future delivery orders which may be placed under this BPA during its term, a description of the supplies to be provided, and the method for pricing, issuing and delivering future delivery orders. This BPA is not a contract, does not obligate any funds, nor imply any agreement by the Government to place future delivery orders with the contractor. Any and all references to "contract" or "delivery order" listed on page 1 of this document shall be interpreted, construed and understood to read "Blanket Purchase Agreement." Pursuant to FAR 13.303, the contractor agrees to the terms of this BPA with the U.S. Army Contracting Command - Redstone in support of the WDID.

2. **DESCRIPTION.** This BPA is entered into as a result of Combined Synopsis/Solicitation Number W31P4Q-14-T-0242 issued for commercial items by the U.S. Army Contracting Command - Redstone (ACC-R), in support of the Weapons Development and Integration Directorate (WDID), for a centralized vehicle which offers a wide array of research and development test equipment products, materials, and supplies, also to include communications equipment and other equipment required to support the WDID mission that may be used by the WDID in developing new technical capabilities through the integrated use of these products and to fulfill customer requirements. These products are often specialized configurations of commercial equipment. This range of products and capabilities will include cameras and lenses; lasers; frequency analyzers and converters; lathes and other metalworking equipment; raw materials; laboratory equipment; electrical/electronic equipment and components; electro-mechanical equipment and components; communications equipment; and general and specialized support equipment required to accomplish the WDID technical mission. Purchases under the BPAs shall be limited to the following Federal Supply Classes:

- 10 Weapons;
- 12 Fire Control Equipment;
- 13 Ammunition and Explosives;
- 14 Guided Missiles;
- 15 Aircraft and Airframe Structural Components;
- 16 Aircraft Components and Accessories;
- 17 Aircraft Launching, Landing and Ground Handling Equipment;
- 20 Ship and Marine Equipment;
- 23 Ground Effect Vehicles, Motor Vehicles, Trailers and Cycles;
- 28 Engines, Turbines and Components;
- 29 Engine Accessories;
- 30 Mechanical Power Transmission Equipment;
- 31 Bearings;
- 34 Metalworking Machinery;
- 35 Service and Trade Equipment;
- 36 Special Industry Machinery;
- 39 Materials Handling Equipment;
- 40 Rope, Cable, Chain, and Fittings;
- 43 Pumps and Compressors;
- 46 Water Purification and Sewage Treatment Equipment;
- 47 Pipe, Tubing, Hose and Fittings;
- 49 Maintenance and Repair Shop Equipment;
- 52 - Measuring Tools;
- 53 Hardware and Abrasives;
- 59 Electrical and Electrical Equipment Components;
- 60 - Fiber Optics Materials, Components, Assemblies and Accessories;
- 61 Electric Wire, and Power and Distribution Equipment;
- 66 Instruments and Laboratory Equipment;
- 67 - Photographic Equipment;

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68 Chemicals and Chemical Products;  
69 Training Aids and Devices;  
70 Automatic Data Processing Equipment (Including Firmware), Software, Supplies and Support Equipment;  
80 Brushes, Paints and Sealers and Adhesives;  
81 Containers, Packaging, and Packing Supplies;  
91 Fuels, Lubricants, Oils and Waxes;  
93 Nonmetallic Fabricated Materials;  
94 Nonmetallic Crude Materials;  
95 Metal Bars, Sheets, and Shapes;  
96 Ores, Minerals, and Their Primary Products;  
99 Miscellaneous; and

J0 (Maintenance, Repair and Rebuilding of Equipment for the Federal Supply Codes above)

3. **BPA TERM AND RENEWAL.** The contractor shall furnish supplies/equipment from the above listed Federal Supply Classes when issued by the Contracting Officer or the Ordering Officer designated by the Contracting Officer from the date of this agreement through 31 October 2015. The Government may unilaterally extend the term of this BPA by exercising the following options via written notice to the Contractor within the periods specified below:

OPTION I: Option I may be exercised anytime during the period 1 October 2015 through 31 October 2015. If exercised, Option I will extend the BPA term from 1 November 2015 through 31 October 2016.

OPTION II: Option II may be exercised anytime during the period 1 October 2016 through 31 October 2016. If exercised, Option II will extend the BPA term from 1 November 2016 through 31 October 2017.

OPTION III: Option III may be exercised anytime during the period 1 October 2017 through 31 October 2017. If exercised, Option III will extend the BPA term from 1 November 2017 through 31 October 2018.

OPTION IV: Option IV may be exercised anytime during the period 1 October 2018 through 31 October 2018. If exercised, Option IV will extend the BPA term from 1 November 2018 through 31 October 2019.

The Government will review this BPA annually to determine whether changing market conditions, availability and quality of sources of supply, and other pertinent circumstances require the modification or termination of the BPA.

Special Note: This BPA may be terminated upon 30 days written notice by either party. The contractor agrees to honor all outstanding call or delivery orders issued prior to any termination request.

4. **EXTENT OF OBLIGATION.** This BPA may be used only for issuing delivery orders that are otherwise authorized by law or regulation. The Government is obligated only to the extent of authorized delivery orders actually made under this BPA. This agreement shall not be construed as a commitment of any kind to place delivery orders following the establishment of this BPA, nor does it commit the Government to make any award or to pay for any response preparation costs.

5. **FUNDS OBLIGATION.** This BPA does not obligate any funds. Funds will be obligated with individual delivery orders.

6. **ORDER LIMITATIONS.** Pursuant to FAR 13.003, individual delivery orders under this BPA will not exceed \$150,000.00.

7. **PRICING.** Delivery orders will be competitively priced.

8. **AUTHORIZED ORDERING ACTIVITIES.** The U.S. Army Contracting Command - Redstone, Redstone Arsenal, AL 35898

9. **COMPETITION.** Following the establishment of BPAs resulting from Combined Synopsis/Solicitation W31P4Q-14-T-0242, the U.S. Army Contracting Command - Redstone will compete future WDID BPA requirements among a subset of BPA holders, using vendor rotation as determined by the Contracting Officer or Ordering Officer. In accordance with AFARS 5113.303-1, the Government reserves the right to conduct Reverse Auctions. The Government may solicit additional companies at any time to replace or increase existing BPAs to fulfill WDID's requirements. The contractor agrees to waive its right to protest the award of all future delivery orders against other BPAs awarded as a result of Combined Synopsis/Solicitation W31P4Q-14-T-0242.

10. **REQUIREMENTS/DELIVERY ORDERS.**

a. Future requirement Delivery Orders will be identified by Delivery Order numbering system determined by the Government. Subsequently solicited requirements issued under the resultant BPAs will be based on three (3) basic venues consisting of (1) Brand Name or Equal; (2) Original Equipment Manufacturer (OEM) equipment; or (3) Product Specification based on general equipment specifications provided by the Government. Original Equipment Manufacturer (OEM) equipment will be specified in many instances because it has proven reliability in field exercises and laboratory applications to provide cost efficient performance and

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reliability or because it is compatible with existing equipment. BPA holders will be notified electronically of new Delivery Order requirements through the issuance of a Delivery Order Request for Quote (RFQ) email with item spreadsheet from the Contracting Officer/Contract Specialist or Ordering Officer, identifying either (a) the OEM part number, description with salient characteristics for Brand Name or Equal, quantity, required delivery date and date/time for submission of the quote and/or (b) a product specification, quantity, required delivery date and date/time for submission of the quote. The BPA holder shall submit through the forum identified in the Delivery Order email its quotation for price and delivery in response to the Delivery Order. The Contracting Officer shall specify the Delivery Order quotation response time for each requirement dependent upon the size and complexity of the requirement. Failure to submit a complete and timely response to a BPA Delivery Order RFQ may result in it being determined non-responsive and may serve as the basis for not renewing the term of the BPA.

b. Unless otherwise specified, the Government will evaluate quotes in response to BPA Delivery Order RFQ's (generally without discussions) using the Lowest Priced Technically Acceptable selection process on an "acceptable" or "unacceptable" basis to satisfy the Government's minimum requirements. Award of a Delivery Order will be made to the BPA Holder whose proposal is technically acceptable with the lowest evaluated price for that requirement. Upon the notification of the issuance of a specific Delivery Order, the contractor shall assume responsibility for updating the projected delivery date for each Delivery Order item on a bi-weekly basis either through e-mail submission or other means specified by the Government in the Delivery Order. The contractor's performance in meeting the required delivery date will be based on calendar days after date of issuance of a Delivery Order. Delivery Orders may be placed via e-mail, credit card, facsimile or paper. Billing procedures will be set forth in individual Delivery Orders with payment being made through Wide Area Work Flow (WAWF).

**11. COMPLIANCES.**

- a. The location of the contractors ordering/receiving facility must be within 60 miles of Redstone Arsenal, Alabama.
- b. In accordance with Section 508, the U.S. Army Contracting Command - Redstone requires that all Electronic Information Technology (EIT), as that term is defined at FAR 2.101, delivered under the contract comply with the applicable EIT accessibility standards issued by the Architectural and Transportation Barriers Compliance Board set forth at 36 CFR Part 1194. Additional information on Section 508 is available via the Internet at <http://www.section508.gov>.
- c. If specified in individual RFQ's, items supplied shall meet the EPA Energy Star requirements of Department of Energys Federal Energy Management Program (FEMP). The Energy Star feature shall be activated by the contractor prior to shipment of the product(s). For more information about FEMP, see <http://www.eere.energy.gov/femp/procurement/>.

**12. DELIVERY.**

- a. Delivery requirements are FOB Destination in accordance with FAR 52.247-34, unless otherwise specified in individual Delivery Order RFQs. Place of delivery will vary, but most deliveries will go to the Aviation and Missile Research, Development and Engineering Center (AMRDEC), BLDG 5400 or one its surrounding annexes, Redstone Arsenal, Alabama 35898-5280. However, the Government may require delivery at other CONUS and OCONUS locations. The delivery location will be specified in each RFQ and subsequent Delivery Order issued under the authority of the BPA.
- b. Contractor personnel without security clearances will require escorted access to the AMRDEC in Building 5400 (or annex), Redstone Arsenal, AL in order to meet with government personnel concerning WDID equipment acquisitions or to deliver or pick up equipment.

**13. DELIVERY TICKETS.** Unless otherwise agreed to, all shipments for Delivery Orders under this agreement shall be accompanied by delivery tickets or sales slips that shall contain the following minimum information:

- a. Name of supplier.
- b. BPA/Order number.
- c. Date of purchase.
- d. Purchase number.
- e. Itemized list of supplies furnished.
- f. Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).
- g. Date of delivery or shipment.

**14. INVOICES.**

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a. Invoices will be submitted to the address specified on individual Delivery Orders issued against this BPA, to be paid through Wide Area Work Flow.

b. An itemized invoice shall be submitted at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. These invoices need not be supported by copies of delivery tickets.

15. PAYMENTS THROUGH WIDE AREA WORK FLOW.

Contractor MUST (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov>. Specific instructions for payment through WAWF will be provided in all delivery orders requiring payment through WAWF.

16. TERMS and CONDITIONS

The terms and conditions included in this BPA apply to all Delivery Orders issued pursuant to it.

\*\*\* END OF NARRATIVE A0001 \*\*\*

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INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984

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## DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-34	F.O.B. DESTINATION	NOV/1991
2	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
3	252.211-7003	ITEM IDENTIFICATION AND VALUATION	DEC/2013

In reference to clause 252.211-7003, Item Identification and Valuation:

Insert N/A, and N/A in the blanks in paragraph (c)(1)(i); insert N/A and N/A in the blanks in paragraph (c)(1)(ii); insert N/A in the blank in paragraph (c)(1)(iii); insert N/A in the blank in paragraph (c)(1)(iv); insert N/A in the blank in paragraph (f)(2)(iii) within the above referenced clause.



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## CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
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1	252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013
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(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).

-1-

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

-2-

(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	W31P4Q
Admin DoDAAC	W31P4Q
Inspect By DoDAAC	W90BWX
Ship To Code	W90BWX
Ship From Code	-8-
Mark For Code	W90BWX
Service Approver (DoDAAC)	-10-
Service Acceptor (DoDAAC)	-11-
Accept at Other DoDAAC	-12-
LPO DoDAAC	-13-
DCAA Auditor DoDAAC	-14-
Other DoDAAC(s)	-15-

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(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.

WAWF INSPECTOR/ACCEPTOR: Bernetha.M.Cole.civ@mail.mil  
 CONTRACTING OFFICER: Michael. J.Waters46.civ@mail.mil  
 CONTRACT SPECIALIST: Jeffery.D. Hestley.civ@mail.mil

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

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

(End of clause)

2            252.204-0007            CONTRACT-WIDE: SEQUENTIAL ACRN ORDER            SEP/2009  
 (DFARS PGI)

The payment office shall make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

(End)

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## CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	MAY/2014
2	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
3	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
4	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
5	252.204-7015	DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS	FEB/2014
6	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
7	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
8	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
9	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
10	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
11	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
12	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
13	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	APR/2014
14	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	OCT/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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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:

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).

XX (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

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

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

XX (5) [Reserved].

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

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

XX (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).

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

XX (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)(section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

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

XX (ii) Alternate I (NOV 2011) of 52.219-3.

XX (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to

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waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_XX\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011) of 52.219-6.

\_\_\_ (iii) Alternate II (Nov 2011) of 52.219-6.

\_\_\_ (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.

\_\_XX\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (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 (OCT 2014) of 52.219-9.

\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

\_\_XX\_ (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) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f)

\_\_XX\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013)(15 U.S.C. 632(a)(2)).

\_\_\_ (23) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

\_\_\_ (24) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

\_\_XX\_ (25) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

\_\_XX\_ (26) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

\_\_XX\_ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

\_\_XX\_ (28) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

\_\_XX\_ (29) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jul 2014)(38 U.S.C. 4212).

\_\_XX\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)(29 U.S.C. 793).

\_\_XX\_ (31) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jul 2014)(38 U.S.C. 4212).

\_\_XX\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

\_\_XX\_ (33) 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.)

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\_\_\_ (34)(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.)

\_\_\_ (35)(i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.

\_\_\_ (36)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_XX\_ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (38)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

\_\_XX\_ (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

\_\_\_ (40) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).

\_\_\_ (41)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (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 (MAY 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (MAY 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (MAY 2014) of 52.225-3.

\_\_\_ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_XX\_ (43) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (44) 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).

\_\_\_ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).

\_\_\_ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_XX\_ (49) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).

\_\_\_ (50) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).

\_\_\_ (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

\_\_\_ (53)(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:

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\_\_\_ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 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 Contractors 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) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (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 (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Oct 2010)(E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jul 2014)(38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)(29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

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(ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(x) 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)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiv) 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).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 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)