

Flow-Down Clauses – Understanding Requirements and Obligations

December 3, 2015



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Wisconsin Procurement Institute
10437 Innovation Dr., Suite 320
Milwaukee, WI 53226
Telephone 414-270-3600
FAX 414-270-3610
www.wispro.org
Executive Director – Aina Vilumsons
info@wispro.org

What we will Cover Today

- What are Flow Down Clauses
- How to Determine if a Clause Flows Down
- Method to Track Clauses
- Commercial Item Contracts
- Clause Review
- Sample Subcontract Language



What are Flow-Down Clauses?

FAR clauses included in Government contracts that prime contractors are required to flow down to their subcontractors in their subcontracts.



How do you Know What Flows Down

- The FAR clause itself usually states if the clause flows down.
- Flow down can be mandatory, suggested, or to be considered.
- May need to flow down the entire clause or the substance of the clause.

Why does it Matter?



- Prime Contractors are responsible for the actions of their subcontractors. Prime Contractor is responsible for the entire contract.
- Subcontractors need to know how FAR requirements will impact their costs. Subcontractors may need to flow down FAR clauses as well to their subcontractors/suppliers.

FAR Clause Dates

- The Prime Contractor needs to flow down the version of the clause that is in their contract.
- If the FAR is updated between the award of the prime contract and the signing of subcontracts, the original contract clause is flowed down.

Steps after receipt of contract award

- Generate a file, either paper or electronic of the full text of all clauses listed in the contract.
- Look up each clause to determine if it flows down to the subcontractor. Note if any thresholds apply.
- Prepare contracts with subcontractors including all flow-down clauses.

Steps after receipt of contract award

- Use Excel to set up a list of all clauses, include effective date of the clause and if an alternate was included.
- Indicate if reports are required.
- If you have multiple government contracts, maintain a master list of all clauses.

CLAUSE #	TITLE	THRESHOLD	CLAUSE/ PROVISION	REFERENCE/ FULL TEXT	FLOW DOWN	WHEN TO USE			
52.202-1	Definitions (NOV 2013)	over SAT	C	R	C				
52.203-3	Gratuities (APR 1984)	over SAT	C	R	C				
52.203-5	Covenant Against Contingent Fees (MAY 2014)	over SAT	C	R	C				
52.203-6	Restrictions on Subcontractor Sales to the Government (SEI)	over SAT	C	R	M	commercial items over the SAT			
52.203-7	Anti-Kickback Procedures (MAY 2014)	over SAT	C	R	M	Over SAT			
52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal o	over SAT	C	R	None				
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (M)	over SAT	C	R	None				
52.203-12	Limitation on Payments to Influence Certain Federal Transac	over \$150K	C	R	M	Over SAT			
52.203-13	Contractor Code of Business Ethics and Conduct (APR 201	over \$5 M	C	R	M	Over \$5M	period of performance 120 day		
52.203-14	Display of Hotline Poster(s) (DEC 2007)	over \$5 M	C	R	M	Over \$5M	CO fill in		
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestmen		C	R	M	All	when funded in whole or in p		
52.203-16	Preventing Personal Conflicts of Interest (DEC 2011)	over SAT	C	R	M	Over SAT	sol. includ self-employed indivi		
52.203-17	Contractor Employee Whistleblower Rights and Requiremen	all over SAT	C	R	M	Over SAT			
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Co	over SAT	C	R	None				
52.204-7	System for Award Management (JUL 2013)	ALL	P	R	M	All			
52.204-8	Annual Representations and Certifications (DEC 2014)	all over SAT	P	F	None				
52.204-9	Personal Identity Verification of Contractor Personnel (JAN	All	C	R	M	Access to	when routine access to a fede		
52.204-10	Reporting Executive Compensation and First-Tier Subcontr	over \$25K	C	R	None				
52.204-13	System for Award Management Maintenance (JUL 2013)	All	C	R	M	All	When 52.204-7 is included		
52.204-14	Service Contract Reporting Requirements (JAN 2014)		C	R	M	All	Over thresholds outlined in FA		
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contract		C	R	M	All	Over thresholds outlined in FA		
52.204-16	Commercial and Government Entity Code Reporting (NOV	All	P	R	None				
52.204-17	Ownership or Control of Offeror (NOV 2014)	All	P	R	None				
52.204-18	Commercial and Government Entity Code Maintenance (NOV 2014)		C	R	None		when 52.204-16 is included		
52.204-19	Incorporation by Reference of Representations and Certifica	All	C	R	None				
52.209-5	Representation by Corporations Regarding an Unpaid Tax I	Over SAT	P	F	None				

Commercial Item Contracts

Even Commercial Item Contracts require contractors to flow down clauses to subcontractors. *FAR 52.244-6 Subcontracts for Commercial Items* requires a subcontract to include a mandatory of 14 clauses



Commercial Item Contracts

- 52.203-13 Contractor Code of Business Ethics and Conduct
- 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
- 52.219-8 Utilization of Small Business Concerns
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 52.222-35 Equal Opportunity for Veterans

Commercial Item Contracts

- 52.222-36 Equal Opportunity for Workers with Disabilities
- 52.222-37 Employment Reports on Veterans
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act
- 52.222-50 Combating Trafficking in Persons
- 52.222-55 Establishing a Minimum Wage for Contractors

Commercial Item Contracts

- 52.225-26 Contractors Performing Private Security Functions Outside the United States
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels

52.222-37 Employment Reports On Veterans

- Lets look at FAR 52.222-37
- How to Find the Form
- When is the Report due
- How does the Contractor obtain the data
- Applicable to Contracts/subcontracts of \$150,000 or more

52.225-13 Restrictions on Certain Foreign Purchases

- Lets look at 52.225-13
- Transactions involving Cuba, Iran & Sudan are prohibited as are most imports from Burma or North Korea, into the U.S. or its outlying areas.
- References Office of Foreign Assets Control (OFAC) list of entities and individuals subject to economic sanctions
- **(c) The Contractor shall insert this clause, including paragraph (c) in all subcontracts.**

52.225-1 Buy American Supplies

- Preference for domestic end products
- Definition of a domestic end product
- Component test waived for an end product that is a COTS item

52-225-11 Buy American Act- Construction Material under Trade Agreements

- Defines Designated Country Construction Material
- Defines Domestic Construction Material
- Exceptions (b)(1), (b)(3) and (b)(4)
- Request for determination of inapplicability

52.249-1 Termination for Convenience – Fixed Price Contracts

- Contractor Receives Notice of Termination
- Stop work as specified in the notice
- Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- Terminate all subcontracts to the extent they relate to the work terminated

The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

52.249-1 Termination for Convenience – Fixed Price Contracts

- After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System.

- “Counterfeit electronic part” means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System

- Electronic part” means an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly (section 818(f)(2) of Pub. L. 112-81). The term “electronic part” includes any embedded software or firmware

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System

- Obsolete electronic part” means an electronic part that is no longer in production by the original manufacturer or an aftermarket manufacturer that has been provided express written authorization from the current design activity or original manufacturer

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System

- “Suspect counterfeit electronic part” means an electronic part for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the electronic part is authentic.

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System

- **Impact of not complying:**
- Disapproval of purchasing system
- Withholding payments
- Possible debarment

DPAS – Defense Priorities and Allocations System

- FAR Subpart 11.6 Priorities and Allocations
- (15 CFR 700.13 (b))

DPAS – Defense Priorities and Allocations System

- What a DPAS Rating Can Get a Contractor
- “timely availability of materials, facilities, services to support the armed forces during both peacetime and contingencies by requiring preferential contract performance

DPAS – Defense Priorities and Allocations System

- DPAS – 4 basic provisions

(1)Mandatory Acceptance: a contractor, subcontractor, or supplier shall accept a rated order when:

- a. they make the item
- b. normal terms of sale apply
- c. they can meet delivery dates required by contract

Exceptions are found in 15 CFR (Code of Federal Regulations) 700.13b

DPAS – Defense Priorities and Allocations System

- (2) Mandatory Extension
- Contractors are responsible for extending the received rating to their suppliers to obtain items needed to fill rated orders or to obtain replacements of inventoried items.

DPAS – Defense Priorities and Allocations System

- (3) Priority Scheduling

Operations, including the acquisition of all needed production items, shall be scheduled to satisfy the delivery requirements of each rated order.

DPAS – Defense Priorities and Allocations System

- (4) customer Notification Requirements

A rated order shall be accepted in writing, within 15 working days for DO rated orders and 10 days for DX rated orders.

DPAS – Defense Priorities and Allocations System

- How Many Ratings Are There?
- Two
 - DX
 - DO

DPAS – Defense Priorities and Allocations System

- How Are Rated Orders Identified?
- (1) Priority Rating Symbol – either DX or DO and
(2) a Program Identification Symbol, e.g., A1 or A4

Priority Rating = Rating Symbol + Program Identifier

DO – A₄ DO A₄

Each authorized program is assigned a program identifier symbol. The program identifier symbol does not, by itself indicate any priority.

DPAS – Defense Priorities and Allocations System

- What should you see on a Purchase Order?
- Verbage describing the P.O. is for a government order
- Contract Number
- DPAS rating
- Flowdown clause references (i.e. the clause #s or the contractor's supplier standards guide)

DPAS – Defense Priorities and Allocations System

- DPAS Impact
- Not following the DPAS rating could involve the supplier paying penalties for not meeting the delivery requirements
- Possible debarment from future government orders

Restriction On Acquisition Of Certain Articles Containing Specialty Metals DFAR 252-225-7009

See DFARS Subpart 225.7000. This clause

1 Specialty metals include steel with a maximum alloy content exceeding one or more of

- the following limits: 1.65% manganese; 0.6% silicon; 0.6% copper; 0.25% aluminum;
- 0.25% chromium, 0.25% cobalt; 0.25% columbium; 0.25% molybdenum; 0.25% nickel;
- 0.25% titanium; 0.25% tungsten, or 0.25% vanadium.

Restriction On Acquisition Of Certain Articles Containing Specialty Metals

DFAR 252-225-7009

- 2 The “qualifying countries” are: Australia, Austria, Belgium, Canada, Denmark, Egypt,
- Finland, Greece, Israel, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain,
 - Sweden, Switzerland, Turkey, and the United Kingdom of Great Britain and Northern
 - Ireland.
 - requires you, with limited exceptions,
- 3 to use only specialty metals melted or produced in the
- United States (or a qualifying country) as part of the end items you deliver.

Restriction On Acquisition Of Certain Articles Containing Specialty Metals

DFAR 252-225-7009

- Specialty Metals Impact:
- Clause must be flowed down to your sub-tier suppliers
- Non-compliance to this clause could result in penalties
- Possible debarment from future government orders

FAR 52.215-12 Subcontractor Cost or Pricing Data

- Reference clause
- **Subcontractor Certified Cost or Pricing Data (Oct 2010)**
- (a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

FAR 52.215-12 Subcontractor Cost or Pricing Data

- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either --
 - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or
 - (2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data -- Modifications.

Cost or Pricing Data

- Definition: means all facts that as of the date of price agreement, or if applicable an earlier date agreed upon between the parties that is close as practicable to the date of agreement on price, prudent buyers and sellers would reasonably expect to affect price negotiations significantly.

Certified Cost or Pricing Data

- Certified Cost or Pricing Data are factual, not judgmental and are verifiable
 - Includes data forming the basis for the judgment
 - Contains facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs all ready incurred.

They can include but not limited to such factors as:

- (1) Vendor quotations
- (2) Nonrecurring costs
- (3) Information on changes in production methods and in production or purchasing volume
- (4) Data supporting projections of business prospects and objectives and related operations costs
- (5) Unit – cost trends such as those associated with labor efficiency
- (6) Make – or – Buy decisions
- (7) Estimated resources to attain business goals
- (8) Information on management decisions that could have a significant bearing on costs

Certified Cost or Pricing Data

- **What does this mean to you?**
- The government can require “data” other than certified cost or pricing data no matter what the dollar amount of the acquisition.
- The contractor **MUST** require certified cost or pricing data from its suppliers, if the FAR thresholds are met (>\$750k) and purchase is from a single or sole source supplier, to determine a proposed price is fair and reasonable.
- The contractor’s buyers **SHOULD** require data other than certified cost or pricing data from its suppliers, if such data is necessary, to determine a proposed price is fair and reasonable.

Certified Cost or Pricing Data

- Certified Cost or Pricing Data Impact
- Supplier should have a cost system in place to support price and retrieve data as required
- Government has the right to come to the supplier and do an on-site audit
- Know your cost drivers in your product to support price

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.



Sample Subcontract Language

INCORPORATION OF FAR CLAUSES.

The Federal Acquisition Regulation (FAR) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, during the performance of this Contract. If the date or substance of any of the clauses listed below is different than the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead.

Sample Subcontract Language

AMENDMENTS REQUIRED BY PRIME CONTRACT.

CONTRACTOR agrees that upon the request of ABC COMPANY it will negotiate in good faith with ABC COMPANY relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as ABC COMPANY may reasonably deem necessary in order to comply with the provisions of the applicable prime contract or with the provisions of amendments to such prime contract. If any such amendment to this Contract causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the “Changes” clause of this Contract.

Sample Subcontract Language

FAR FLOWDOWN CLAUSES.

REFERENCE TITLE

1. The following FAR clauses apply to this Contract :
2. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$10,000:
3. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$25,000:
4. The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$150,000:

Example-Substance of FAR Clause Included

GRATUITIES/KICKBACKS

(a) No gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be offered or given by SELLER, to any employee of ABC COMPANY with a view toward securing favorable treatment as a supplier.

(b) By accepting this Contract, SELLER certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.

Available Reference Book

Guide to FAR Contract Clauses: Detailed Compliance Information for Government Contracts, 2014 Edition

By Wolters Kluwer Law & Business

Current cost \$255.00



Resources:

- FAR: <https://www.acquisition.gov/?q=browsefar>
- Air Force FAR: <http://farsite.hill.af.mil/>
- Acquisition.gov is: <https://www.acquisition.gov/>
- Wisconsin Procurement Institute
Phone: 414-270-3600 www.wispro.org





Questions?

Upcoming WPI Events

- ***Acquisition Hour Live Webinar Series continuing in 2016***
- ***Teaming and Partnering – December 8, 2015 – Milwaukee, WI***
- ***NCMA End of Year Federal Contractor Update – December 10, 2015 – Milwaukee, WI***
- ***FAR Training - Virtual – starting February 2016***
- ***SAME Small Business Expo – March 9 – 10, 2016 – Northbrook, IL***
- ***Subcontracting Management from A to Z (Federal) – April 2016***

For Assistance or Additional Information - Contact

- Jean Polka – jeanp@wispro.org

FVTC - DJ Bordini Center

5 Systems Drive, Suite 201, Appleton, WI 54914

Cell: 920-285-4442

- Ken Kotloski – kenk@wispro.org

FVTC – DJ Bordini Center

5 Systems Drive, Suite 201, Appleton, WI 54914

Cell: 920-840-4699