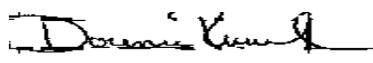


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 41		
2. CONTRACT NO. M67854-09-D-3029		3. AWARD/EFFECTIVE DATE 28-Sep-2009	4. ORDER NUMBER		5. SOLICITATION NUMBER M67854-09-R-3029		6. SOLICITATION ISSUE DATE 07-Jul-2009	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME RUTH A. GULLETTE			b. TELEPHONE NUMBER (No Collect Calls) (703) 432-4606		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 04 Aug 2009	
9. ISSUED BY MARCORSYSCOM ATTN: CTQ3-CESS QUANTICO VA 22134 TEL: FAX:		CODE M67854	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 315228 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-C9 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS NET 30 DAYS	
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY DCMA SANTA ANA 34 CIVIC CENTER PLAZA ROOM 5001 SANTA ANA CA 92701-4056		CODE S0513A			
17a. CONTRACTOR/OFFEROR ROMO PRODUCTIONS, INC. 3005 S HARBOR BLVD # 3007 SANTA ANA CA 92704-6448 TEL. 714-437-9310		CODE 554C5	18a. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381		CODE HQ0339			
<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								
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
					\$18,912.60			
<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 type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</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 HEREIN. REF: M67854-09 R-3029				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED			
					28-Sep-2009			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DORINNE RIVOAL / CONTRACTING OFFICER TEL: 703-432-3274 EMAIL: dorinne.rivoal@usmc.mil					

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

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

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 <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
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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 B - Supplies or Services and Prices

SUPPLIES OR SERVICES
B-1 TYPE OF CONTRACT

Contract award resulting from this solicitation will be firm fixed price (FFP), indefinite deliver/indefinite quantity (ID/IQ). Contract performance will be authorized by delivery orders issued in accordance with the ordering clause of the contract (see Section I).

The minimum and maximum quantities are:

CONTRACT MINIMUM AND MAXIMUM:

Minimum: (b) (4) Maximum: (b) (4)

DELIVERY ORDER MINIMUM AND MAXIMUM

For Option CLIN(S) 0002, 0003, 0004

Minimum Order: (b) (4) Maximum Order: (b) (4)

For Option CLIN(S) 0005, 0006, 0007

Minimum Order: (b) (4) Maximum Order: (b) (4)

For Option CLIN(S) 0008, 0009, 0010

Minimum Order: (b) (4) Maximum Order: (b) (4)

B-2 PRICING

The PTRS price is the same for all sizes, with the exception of special measurements and Wounded Warrior Regiment. Reference Section F for FOB points.

B-3 BERRY AMENDMENT COMPLIANCE

The Defense Appropriations and Authorizations Acts and other Statutes (including what is commonly referred to as the "Berry Amendment") imposes restrictions on the DOD's acquisition of foreign products and services.

A preference for certain domestic commodities is required by 10 USC 2533a and DFARS 252.225-7012. These references require the Department of Defense to acquire specific end items or components that have been grown, reprocessed, reused, or produced in the United States. Items provided under this solicitation and the resulting contract shall be compliant with the above references. Offerors are required to complete and submit the Berry Amendment Self-Certification in this solicitation.

B-4 CLIN 0001

The Government will issue Delivery Order 0001 after award of contract for First Article Testing..

B-3 OPTION CLINS 0002-0013

The Government may unilaterally exercise any or all option Contract Line Item Numbers in whole or in part, if at all, pursuant to the options clause of the contract. Options shall only be exercised after the First Article Testing has been approved.

B-4 STEP LADDER QUANTITY CALCULATION INSTRUCTIONS (CLIN 0002, 0006 & 0010)

Using the table format below, offerors shall develop step-ladder (e.g. incremental) unit pricing for each Contract Line Item Number (CLIN) based upon the offeror's preference of quantity ranges (e.g. (b) (4) etc.) with the last range ending with the maximum quantity identified for a particular CLIN.

The price for each CLIN step-ladder quantity (e.g. (b) (4)) shall be multiplied by the maximum quantity in that respective range (e.g. (b) (4)) and by the weighted percentage of the total amount (e.g. (b) (4)) to determine the incremental weighted unit price (e.g. (b) (4)). The incremental weighted unit prices (e.g. (b) (4)) shall then be summed to yield a final mid-point weighted average price (e.g. (b) (4)). The evaluated price for each CLIN is the final mid-point weighted average price multiplied by the maximum quantity for the CLIN (e.g. (b) (4)). The total evaluated prices for each offeror will be determined by adding the total evaluated prices for the basic requirement CLINs and the option CLINs.

Sample Calculation

Range	Price	Amount	Weighted Percentage	Mid-Point Weighted
(b) (4)				

(b) (4)

NOTE: Each CLIN shall have no more than four (4) step-ladder quantity ranges.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	First Article Test FFP FOB: Destination	UNDEFINED			NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AA	First Article Test Plan (A001) FFP FOB: Destination	(b) (4)	Lot	(b) (4)	NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AB	First Article Test PTRS FFP FOB: Destination	(b) (4)	Set	(b) (4)	(b) (4)

MAX
NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AC	Material & Components List (A003) FFP FOB: Destination	(b) (4)	Lot	(b) (4)	NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AD	First Article Test Report (A002) FFP FOB: Destination	(b) (4)	Lot	(b) (4)	NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AE	First Article Test Procedures (A004) FFP FOB: Destination	(b) (4)	Lot	(b) (4)	NSP

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002 OPTION	PTRS, All Sizes FFP Option, if exercised will be exercised	(b) (4)	Set	(b) (4)	(b) (4)
	FOB: Destination				

MAX NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	PTRS, Special Sizes FFP Within 12 months of contract award. FOB: Destination	(b) (4)	Set	(b) (4)	(b) (4)

MAX NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	PTRS, Wounded Warrior Regiment FFP Within 12 months of contract award. FOB: Destination	(b) (4)	Set	(b) (4)	(b) (4)

MAX NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	Monthly Performance Reports (CDRL A005) FFP Within 12 months of contract award. FOB: Destination	(b) (4)	Lot	(b) (4)	(b) (4)

MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006 OPTION	PTRS, All Sizes FFP Option, if exercises, will be exercised	(b) (4)	Set	(b) (4)	(b) (4)
	FOB: Destination				

MAX
NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 OPTION	PTRS, Special Measurements FFP Within 24 months of contract award. FOB: Destination	(b) (4)	Set	(b) (4)	(b) (4)

MAX
NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 OPTION	PTRS, Wounded Warrior Regiment FFP Within 24 months of contract award. FOB: Destination	(b) (4)	Set	(b) (4)	(b) (4)

MAX
NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009 OPTION	Monthly Performance Report (A005) FFP Within 24 months of contract award. FOB: Destination	(b) (4)	Lot	(b) (4)	(b) (4)

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010 OPTION	PTRS, All Sizes FFP Option, if exercised, will be exercised. FOB: Destination	(b) (4)	Set	(b) (4)	(b) (4)
				MAX NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011 OPTION	PTRS, Special Sizes FFP Within 36 months of contract award. FOB: Destination	(b) (4)	Set	(b) (4)	(b) (4)
				MAX NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012 OPTION	PTRS, Wounded Warrior Regiment FFP Within 36 months of contract award. FOB: Destination	(b) (4)	Set	(b) (4)	(b) (4)

MAX NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013 OPTION	Monthly Performance Reports (A005) FFP FOB: Destination	(b) (4)	Lot	(b) (4)	(b) (4)

MAX NET AMT

Section C - Descriptions and Specifications

STATEMENT OF WORK

Physical Training Runnint Suit (PTRS)

STATEMENT OF WORK (SOW)

C.1. SCOPE.

The Marine Corps Systems Command (MARCORSYSCOM) intends to award a contract to provide sustainment of the new Physical Training Running Suit (PTRS). The PTRS consist of a jacket and pant set that is used by all Marines during physical training (PT) and for wear during liberty to enable its use as a recruiting tool. The contractor must be capable of manufacturing the PTRS to the production data outlined in this solicitation.

All offerors are to submit one proposal with five (5) sets for Product Demonstration Models (PDM) in the following five (5) different sizes: **XSmall-Short; Small-Short; Medium-Regular; Large-Long; and X-Large-Regular**. Each set will consist of one jacket and pant per set. The material used in the PDM shall be of the same property as intended to be used in the manufacturing of the PTRS. Offerors using material, other than specified in the production data (reference Section L para C), shall also submit five (5) yards of the material used to construct the PDMs. Submitted material shall be subjected to testing by the Government at the Army Natick Soldier, Research, Development and Engineering Center. (See Section L)

C.2. BERRY AMENDMENT. This acquisition is subject to the Berry Amendment, 10 U.S.C. 2533A as modified in the National Defense Authorization Act for 2006 (Public Law 109-163). The Government may request additional information from offerors confirming their compliance.

C.3. REQUIREMENTS. The contractor shall supply all personnel, facilities, equipment and materials needed to produce and deliver the PTRS in accordance with this SOW. The PTRS shall be delivered within the required time frame, meet the requirements of this SOW, and possess no defects including both patent and latent defects.

C.3.1 COMPATIBILITY. The PTRS shall be compatible and easy to wear with the existing PT clothing system which includes the following: a synthetic olive drab t-shirt, olive drab physical training shorts. The current first layer of clothing the Marine wears for PT is the base layer to include a t-shirt and PT shorts, both of which have moisture wicking, quick drying and antimicrobial characteristics.

C.3.2 SIZE TARIFF. The size tariff anticipated for production quantities is as follows:

TABLE 1 – TOPS	PANTS	% OF TOTAL
XX SMALL	X SHORT	(b) (4)
XX SMALL	SHORT	
X SMALL	X SHORT	
X SMALL	SHORT	
SMALL	X SHORT	
SMALL	SHORT	
SMALL	REGULAR	
SMALL	LONG	
MEDIUM	X SHORT	
MEDIUM	SHORT	
MEDIUM	REGULAR	
MEDIUM	LONG	
MEDIUM	X LONG	
LARGE	SHORT	
LARGE	REGULAR	

LARGE	LONG	(b) (4)
LARGE	X LONG	
X LARGE	REGULAR	
X LARGE	LONG	
X LARGE	X LONG	

C.4 TEST AND EVALUATION(S)

C.4.1 Laboratory Testing. Laboratory testing will not be required for PDMs submitted utilizing material identified within the production data (reference Section L para C). If an alternate material source is used, five (5) yards shall be submitted with proposal and shall be subject to laboratory testing. Testing at the Army Natick Soldier, Research, Development, and Engineering Center. Failure to submit five (5) yards of material for an alternate source may result in rejection of your proposal without further notice.

C.4.2 First Article Test (FAT) and Manufacturing Standard Samples (See 52.209-3 ALT I)

(a) **First Article Test (see 52.209-3 ALT I).** The Contractor shall conduct FAT on 180 sets broken down by sizes noted in Table Below. FAT shall be in accordance with FAR 52.209-3, First Article Approval – Contractor Testing (clause is included in full text in this solicitation). FAT shall be conducted to validate conformance to the requirements of this solicitation, including, but not limited to the PTRS Garmet Inspection – Visual Defects List (See Section J). The Contractor will be notified of the need for FAT by written correspondence from the Contracting Officer. Once notified, the Contractor shall develop and submit a FAT Plan for Government review and approval. Following approval of the plan, while the Contractor is conducting FAT, the Government will witness the FAT to ensure the Contractor’s adherence to the test plan. The Contractor shall produce both the first article and production quantities at the same facility. Upon completion of FAT, the Contractor shall submit a FAT Test Report to the Government. If the FAT is not consistent with the test plan, or the results of testing are not favorable, the Contractor shall take the necessary actions to correct the deficiencies and retest. Contractors shall retain all FAT articles after testing.

	XX SMALL	X SMALL	SMALL	MEDIUM	LARGE	X LARGE
X SHORT	10	10	10	10		
SHORT	10	10	10	10	10	
REGULAR				10	10	10
LONG				10	10	10
X LONG				10	10	10

(b) **Government Standard Samples.** If the Government approves the FAT, two (2) sets from the FAT lot and shall be labeled as “Government Standard Samples”. These PTRS shall be used as the standards for dimensions, quality workmanship, finished shade and appearance. Unless the Contracting Officer otherwise notifies the Contractor in writing, the “Government Standard Samples” shall be used by the Contractor and the Government when performing sampling (i.e., inspection) and acceptance of all PTRS. Once the PTRS(s) are designated, the Contractor shall retain one PTRS and the Government will retain one PTRS.

C.5 TECHNICAL DATA AND REPORTS

C.5.1 First Article Test Plan (CDRL A001). Contractor shall develop and submit a Draft First Article Test Plan for Government review and approval within 15 days after award notification, to the Defense Contract Management Agency Quality Assurance Representative (DCMA QAR) and to MARCORSYSCOM at the addresses identified below. Plan must be approved in writing by the Contracting Officer before first article testing can begin.

DCMA QAR
Santa Ana

MARCORSYSCOM
Commander, MARCORSYSCOM

Attn: Steve Davis 2200 Lester Street
 Quantico, VA 22134
 E-Mail: philip.s.davis@usmc.mil

C.5.2 Material and Components List (CDRL A003). Contractor shall delivery a list of all materials used for production of the PTRS, to include names of subcontractors and the respective components supplies.

C.5.3 First Article Test Procedures (CDRL A004). The Contractor will be expected to conduct a FAT in accordance with their approved test plan 60 days after selection. The DCMA QAR and the MARCORSYSCOM representative shall be given advance notice and opportunity to witness all testing. The DCMA QAR and MARCORSYSCOM must be present at testing to ensure adherence to the test plan and verify that the FAT articles meet the requirements set forth in this SOW.

C.5.3 First Article Test Report (CDRL A002). Upon completion of FAT, the Contractor shall furnish within 15 days after completion of FAT a FAT Report to the DCMA QAR, with a copy to the MARCORSYSCOM representative at the addresses identified in C.5.1 above. If the FAT is not consistent with the test plan, or the results of testing are not favorable, the Contractor will be notified by the Contracting Officer in writing and shall take the necessary actions to correct the deficiencies and retest. If the results of testing are favorable, DCMA and the MARCORSYSCOM representative will provide a recommendation for approval to the Contracting Officer, who will then issue the production authorization. The Contractor shall produce both the first article and the production quantity at the same facility.

The FAT report *at a minimum* shall contain the following:

- Detailed test plan
- Testing procedures used
- Detailed test data on all requirements
- Complete inspection report from the first article test
 - Report shall identify issues encountered or anticipated, and recommended corrective action
 - Report shall include subcontractor
- Component and material list

C.5.4 Production Lot Quality Acceptance Testing. During production, the DCMA QAR will conduct random sampling, inspection and acceptance to evaluate acceptability of the finished garments, and validation of quality plan on a production rate basis. Quality acceptance testing shall be conducted on all lots, and satisfactory results are required for lot acceptance. Lot size for the purposes of acceptance testing will be determined by the contractor. The Government will require only random sampling in accordance with ANSI/ASQCZ1.4 (sampling procedures and tables for inspection by attribute). The sample unit shall be one Suit (jacket and pant), the inspection level shall be II and the acceptable quality level (AQL) is 4.0. A general table of defects that will be used for the PDMs and may be updated prior to production award. During the course of production, the Government reserves the right to conduct additional testing to verify that production items continue to meet the desired material performance characteristics. The contractor shall receive notification of acceptance from DCMA prior to shipping any lot.

C.5.5 Monthly Performance Reports (CDRL A005). The Contractor must provide a Monthly Performance Report to the Contracting Officer and the MARCORSYSCOM representative. The first report is due not later than 30 days after First Article Test Approval and production has been authorized and shall be submitted monthly during the life of the contract. The report shall contain contract number, delivery order number, quantity shipped by size, date shipped, and date received by the customer or distribution facility. Any anticipated issues/problems should be outlined in this report as well as the resolutions/ result of the issue. An updated quality plan shall be supplied to the Government should it be modified in any way.

C.5.6 Disposition of FAT Sets. In accordance with FAR 209-3(e), the Contractor may delivery the approved first article quantities as part of the production quantities if the sets meet all contract requirements for acceptance.

C.6 SPECIAL MEASUREMENT REQUIREMENTS

The vast majority of Marines fit within the size tariff proposed for this solicitation, however, there will be a small number of individuals (between 1-100 per year) who routinely are too tall or large to fit into the size tariff properly. These individuals may require a special measurement and the Contractor shall have the flexibility to accommodate this special measurement requirement. Once a special measurement requirement is identified within the Marine Corps, the Contracting Officer will place an order for the requirement by exercising the appropriate option CLIN as outlined in Section B. The delivery schedule for this special measurement requirement will be identified in the modification.

C.7 PRODUCT IMPROVEMENTS.

C.7.1. Product Improvements. Future improvements are encouraged during the contract term through Engineering Change Proposals (ECP), and Manufacturing Technology (MANTECH). Improvements may be proposed by the contractor or the Government, to improve operational performance, and incorporate evolving technologies to improve operational effectiveness or provide savings to the Government.

C.7.2. Engineering Change Proposal (ECP). The contractor is encouraged to submit an ECP at its own initiative, with the cost of preparation at its own expense. The contractor may be required to submit a PDM or portion of a PDM to demonstrate ECP effectiveness. Technologies that increase comfort, protection, durability, shade and colorfastness, and appearance without degradation of other performance characteristics are a priority. Engineering Change Proposals (Short Form), DD Form 1693 may be used. The contractor may use MIL-STD 973 as a guide.

C.7.3. Evaluation of Proposed Improvements. For ECP and directed improvements, the Government will evaluate the Contractor's submitted PDM and technical data by conducting trade-off analysis to determine whether or not to accept the proposed change(s). A decision will be issued within 30 days provided a field evaluation is not required.

C.7.4. Government Initiated Design Enhancements. The Government may specify recommended design enhancements that have not been identified or known by the contractor. The contractor may be required to prototype an effective design solution and delineate any impacts on schedule and cost. Any such effort would be subject to negotiations.

C.7.5. Requests for Waiver/Requests for Deviation. As appropriate, the contractor shall prepare and submit to the Contracting Officer all requests for waivers and requests for deviations.

C.8 INCORPORATION OF PROPOSAL: All or parts of the Contractor's proposal, as negotiated and accepted by the Government, may be incorporated by reference into the resultant contract. Nothing contained in the successful offeror's proposal shall constitute a waiver to any other requirement of the contract. In the event of any conflict between the successful offeror's proposal and other requirements of the contract, the conflict shall be resolved in accordance with the Order of Precedence clause. Some or all of the information furnished by the Contractor may be subject to disclosure under the Freedom of Information Act (FOIA). The Contractor shall identify all proprietary information they do not want disclosed via FOIA.

C.9 USE OF EAGLE GLOBE AND ANCHOR (EGA) EMBLEM. The EGA emblem will be supplied as Government Furnished Information as required. (Reference Section J and Section L para C).

C.10 PLANT ACCESS. The Contractor shall provide access, with prior notification, to manufacturing plants to any personnel authorized by the PCO/ACO.

C.11 PRODUCT IDENTIFICATION LABELING. The Contractor shall label each production PTRS:

C.11.1 Identification label: This label shall include the following:

Size: (ex: S, M, L)
NSN: (Government Assigned)
Nomenclature:
Contract #: (TBD)
Contractor Name / Cage Code: (TBD)
Material Contents for Shell and Liner: (TBD)
Serial Number:
Lot Number:

C.11.2 Care label: This label shall include the following:

Nomenclature:
Warnings: Including "Do not Bleach, Starch, Dry Clean, or Press"
Home Laundering Instructions

C.11.3 United States Marine Corps (USMC) Approval Identification:



G. GARMENT MFRD OF
U.S.M.C. APPROVED
MATERIALS FOR
STYLE, DESIGN &
QUALITY TO LIKE
ITEM APPROVED BY
U.S.M.C.
SERIAL (Government Assigned After Award)
~~SERIAL (Government assigned after award)~~

Section D - Packaging and Marking

PACKAGING INSTRUCTIONS

Packaging for shipment and storage of items procured must be in accordance with MIL-STD-129P, Change 4, effective 19 September 2007. Labeling of items must be in accordance with MIL-STD-130N, change 1, effective 17 December 2007.

Additional packaging and marking instructions are provided below:

1. Each item is to be individually poly bagged. Each poly bagged item is to have a sticker as described below, poly bag sticker.
 - The size on sticker must be the size of the garment in the poly bag.
 - The NSN must be checked to ensure the NSN on the sticker and garment match
 - * In regards to Special Measurement items the NSN shall be replaced with the Special Measurement Doc Number of the "Special Measurement item", the size/length determined for the "Special Measurements" will also be listed on the sticker, as well as the nomenclature. Example - Running Pant Special Measurement (Document Number).
 - Sticker lists nomenclature as a Running Suit Jacket or a Pant.
 - Approximate size of the sticker is 2 ¾"x 4 ¼".
2. Prefer that the Jacket and Pant items be packed in separate boxes by size and length. No need to ship as sets.
 - A mixed box of sizes and/or jacket and/or pant is acceptable as long as there is a card board separator between each. * This also relates to Special Measurement items.
3. Each box needs to be clearly marked as described below, carton markings.
 - Carton sticker needs to be in the upper left corner of the box.
 - Approximate size of sticker is 2"x 4".
 - Nomenclature on sticker will list jacket or pant.
 - * In regards to "Special Measurement" items after the nomenclature it is to be stated "Special Measurement". Example - Running Pant Special Measurement.
 - NSN must be checked to ensure it matches the item relating to the size, length and nomenclature of the item in the bag, and jacket or pant in the box.
 - * In regards to Special Measurement items the NSN shall be replaced with the Doc Number.
 - Size - proper size and length of the garment in box
 - Quantity - accurate account of that size and length in the box.
 - Pick ticket displays the number to which the box is being shipped under.
 - Box counts of total shipment under each pick ticket.
 - When a box with mixed sizes and/or jacket and/or pant is packed - there needs to be a separate sticker for each grouping to alert Kyloc of the mix in the box. The stickers can be neatly added to the upper left corner area of the box. * In regards to Special Measurements individual stickers shall be advised per Doc Number per jacket and/or pant.
4. Pick ticket and receiving report paper work must be together in a packing envelope on the outside of a box, clearly visible facing out while palletized.
 - If there are multiple pick tickets on one pallet, packing envelopes need to be clearly visible so Kyloc can see there are multiple orders on one pallet. It is preferred that the packing envelopes are on the same side. See below pallet wrapping for additional information.
 - Please ensure that the correct pick ticket issued is enclosed. If your quantities change after advising lot completion - please use the accurate pick ticket and receiving report.
5. Palletizing must wrapped to ensure no damages to the boxes/ shipment.

- Clear shrink wrap must be used to wrap the boxes from the wooden pallets continuing up to the top boxes. The shrink wrap must be tight and multi-layered to ensure no ripping, compressing or movement of boxes once on the wooden pallet.
- If there is multiple pick tickets on one pallet - please wrap the each pick ticket as a layer to indicate a separation of the orders or use some type of separation indicator like card board. Then, wrap the whole pallet as one - this will indicate to Kyloc the multiple orders on one pallet.

poly bag sticker:

NOMENCLATURE: (*Instead of Running suit - pls state Jacket or Pant*)

NSN#: (*correct number that relates to size and length*)

SIZE: (*SIZE AND THAN LENGTH*)

CONTRACT#: M67854-09-D-3029

CONTRACTOR: ROMO PRODUCTIONS, INC.

CAGE CODE: 554C5

MATERIAL CONTENTS FOR SHELL AND LINER:

BODY: 100% NYLON

LINER: 100% POLYESTER

LOT NUMBER:

Carton sticker:

NOMENCLATURE: (*Instead of Running suit - pls state Jacket or Pant*)

NSN#: (*correct number that relates to size and length*)

SIZE: (*SIZE AND THAN LENGTH*)

QUANTITY: (*AMOUNT IN BOX*)

PICK TICKET: (*NUMBER ON THE PICK TICKET*)

BOX ____ **OF** ____ (*NUMBER OF BOXES ON THIS TICKET*)

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	Origin	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0002	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
0005	Destination	Government	Destination	Government
0006	Origin	Government	Origin	Government
0007	Origin	Government	Origin	Government
0008	Origin	Government	Origin	Government
0009	Destination	Government	Destination	Government
0010	Origin	Government	Origin	Government
0011	Origin	Government	Origin	Government
0012	Origin	Government	Origin	Government
0013	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.247-34

F.O.B. Destination

NOV 1991

Section F - Deliveries or Performance

ADDENDUM

Section F - Deliveries or Performance

F.1 DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	SEE CDRL A001	1	COMMANDING GENERAL MCSC SUPPLY M67854 OFFICE RICKEY GREENE (CTR) 2201A WILLIS ST. QUANTICO VA 22134-6050 703-432-4755 FOB: Destination	
0001AB	60 dys. ADC	180	(SAME AS PREVIOUS ADDRESS) FOB: Destination	M67854
0001AC	SEE CDRL A003	1	(SAME AS PREVIOUS ADDRESS) FOB: Destination	M67854
0001AD	SEE CDRL A002	1	(SAME AS PREVIOUS ADDRESS) FOB: Destination	M67854
0001AE	SEE CDRL A004	1	(SAME AS PREVIOUS ADDRESS) FOB: Destination	M67854
0002	TO BEGIN 60 DAYS AFTER DELIVERY ORDER ISSUED	118,000	KY LOGISTICS OP CTR SRE W 39L NG MATERIAL MGMT CTR NGN REAR STORAGE AREA 5751 BRIAR HILL RD - BLDG 6 LEXINGTON KY 40516-9721 FOB: Destination	W91RUN
0003	TBD	100	(SAME AS PREVIOUS ADDRESS) FOB: Destination	W91RUN
0004	TBD	1000	(SAME AS PREVIOUS ADDRESS) FOB: Destination	W91RUN
0005	SEE CDRL A005	1	COMMANDING GENERAL MCSC SUPPLY M67854 OFFICE RICKEY GREENE (CTR) 2201A WILLIS ST. QUANTICO VA 22134-6050 703-432-4755 FOB: Destination	

0006	TBD	118,000	KY LOGISTICS OP CTR SRE W 39L NG MATERIAL MGMT CTR NGN REAR STORAGE AREA 5751 BRIAR HILL RD - BLDG 6 LEXINGTON KY 40516-9721 FOB: Destination	W91RUN
0007	TBD	100	(SAME AS PREVIOUS ADDRESS) FOB: Destination	W91RUN
0008	TBD	1000	(SAME AS PREVIOUS ADDRESS) FOB: Destination	W91RUN
0009	SEE CDRL A005	1	COMMANDING GENERAL MCSC SUPPLY M67854 OFFICE RICKEY GREENE (CTR) 2201A WILLIS ST. QUANTICO VA 22134-6050 703-432-4755 FOB: Destination	
0010	TBD	118,000	KY LOGISTICS OP CTR SRE W 39L NG MATERIAL MGMT CTR NGN REAR STORAGE AREA 5751 BRIAR HILL RD - BLDG 6 LEXINGTON KY 40516-9721 FOB: Destination	W91RUN
0011	TBD	100	(SAME AS PREVIOUS ADDRESS) FOB: Destination	W91RUN
0012	TBD	1000	(SAME AS PREVIOUS ADDRESS) FOB: Destination	W91RUN
0013	SEE CDRL A005	1	COMMANDING GENERAL MCSC SUPPLY M67854 OFFICE RICKEY GREENE (CTR) 2201A WILLIS ST. QUANTICO VA 22134-6050 703-432-4755 FOB: Destination	

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.246-7000 Material Inspection And Receiving Report MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request and Receiving Reports (March 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil/> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <https://wawf.eb.mil/>.

The USMC WAWF-RA point of contact (POC) for this contract for DoDAAC M67854 is **TBD** and can be reached at **TBD** and via email at **TBD**. The alternate POC for this contract for DoDAAC M67854 is Ruth Gullette and she can be reached by email at ruth.gullette.ctr@usmc.mil.

The contractor is directed to use the Invoice and Receiving Report (Combo) NOT Fast Pay format when processing invoices and receiving reports.

Data entry information in WAWF:
 Payment Office DoDAAC: HQ0339
 Issue By DoDAAC: M67854
 Admin Office DoDAAC: S0513A
 Ship To/Service Acceptor DoDAAC: S0513A
 Contract Number: M67854-09-D-3029

******SPECIAL NOTICE******

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on "Send Additional Email Notifications" block on the page that appears. Add the USMC WAWF-RA POC's email address in the first email address block, the alternate POC's, and add any other additional email addresses desired in subsequent blocks. This additional notification to the Government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

NOTE: The USMC-RA POC identified above is for WAWF issues only. Any other contracting questions/problems should be addressed to the Contracting Officer or other person(s) identified in the contract.

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

Government Furnished Information

The Government will provide the Eagle, Globe, and Anchor emblem. (See Section J and Section L, para D)

Special Measurement Requirements

The vast majority of Marines fit within the size tariff proposed for this solicitation, however, there will be a small number of individuals (between 1-100 per year) who routinely are too tall or large to fit into the size tariff properly. These individuals may require a special measurement Running Suit and the Contractor shall have the flexibility to accommodate this special measurement requirement. Once a special measurement requirement is identified within the Marine Corps, the Contracting Officer will place an order for the requirement by exercising the appropriate option CLIN 0003, 0007 or 0011 as outlined in Addendum B - Schedule of Supplies/Services. The delivery schedule for this special measurement requirement will be identified at the time of option exercise.

Sizing

The tariff for the Running Suit is as specified in Section C, Statement of Work.

Post Award Program Management

Single Point of Contact. The contractor shall designate a single individual to serve as the primary point of contact (POC) between the Government and contractor, and who shall be responsible for the coordination of all contractor activities related to this contract. This individual shall have the authority to commit the contractor to specific courses of action and accept direction from the Contracting Officer, or from the Contracting Officer's authorized representative(s). This individual shall be responsible for coordinating all meetings between the Government and contractor; shall be responsible for bringing to the Contracting Officer's attention any conflicts in the contractor's interpretation of the contract requirements (first by telephone verbal notification, to be followed by written notification); and shall be responsible for bringing to the Contracting Officer's attention any problems that could adversely affect the contractor's ability to meet the contract quality, cost, production/delivery schedule, or other performance requirements.

Quality Assurance and Partnering Plans. The contractor shall ensure compliance with all aspects of their quality assurance and partnering plans. The contractor shall notify the Contracting Officer of any problems that might impact the contract, as soon as practicable, and shall make every effort to resolve problems or other issues quickly, so as to minimize any negative impact on contract performance.

Post Award Conference (PAC). A PAC will be held if deemed necessary by the Government. If necessary, and at the behest of the Contracting Officer, the conference shall be hosted by the contractor within thirty (30) days after down select and contract award. The contractor and all significant subcontractors/team partners shall participate in a PAC if held. The purpose of the conference is to ensure mutual understanding of contract requirements and procedures. An overarching goal of the PAC is the establishment of efficient and effective communication mechanisms among the parties, including but not limited to e-mail, teleconferencing, video teleconferencing, and any other technologies available to facilitate timely communication at the minimum cost.

Warranty Performance. The contractor shall warrant all items against defects in workmanship, materials, design, and performance in accordance with their commercial warranty provisions. At a minimum, the contractor shall provide a warranty on all garments for twelve (12) months from date of receipt by the Government.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	APR 2008
52.216-19	Order Limitations	OCT 1995
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7006	Radio Frequency Identification	FEB 2007
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989) - ALTERNATE I (JAN 1997).

[Contracting Officer shall insert details]

- (a) The Contractor shall test 180 sets of Lot/Item PHYSICAL TRAINING RUNNING SUITS (PTRS) – CLIN 0001AB, as specified in this contract. At least 14 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.
- (b) The Contractor shall submit the first article test report within 15 calendar days from the date of this contract to see performance description paragraph C.5.3 marked "FIRST ARTICLE TEST REPORT: Contract No. TBD, Lot/Item No. 0001AB" Within 7 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.
- (c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.
- (d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- (e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAR 2009)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest.
- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--
- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.
- (t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will

be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2009)

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

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

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

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

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

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

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5).

(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

(4) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

(5) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(6) [Reserved].

(7)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(iii) Alternate II (MAR 2004) of 52.219-6.

- ___ (8)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- _X_ (9) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).**
- ___ (10)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (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.
- _X_ (11) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).**
- ___ (12) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (13)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (14) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (15) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (16) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- ___ (17) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- _X_ (18) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).**
- _X_ (19) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).**
- _X_ (20) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).**
- _X_ (21) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).**
- _X_ (22) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).**
- _X_ (23) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).**
- _X_ (24) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).**

___ (25) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (26) 52.222-54, Employment Eligibility Verification (Jan 2009). (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.) (Not Applicable until June 30, 2009.)

___ (27)(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.)

___ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (30) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (31) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (FEB 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (32) 52.225-5, Trade Agreements (MAR 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (33) 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).

___ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (40) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (41) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

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

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

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

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

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

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (8) 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 Contractor's directly pertinent records involving transactions related to this contract.

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.

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

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(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 (Jan 2009). (Not applicable until June 30, 2009.)

(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)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award through 36 months (if all options are exercised)**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **6 months after the expiration of the contract**.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise one or all of the option(s) by written notice to the Contractor within see below.

CLINs 0002, 0003, 0004 & 0005 - Within 12 month period from contract award.

CLINs 0006, 0007, 0008 & 0009 - Within 24 month period from contract award.

CLINs 0010, 0011, 0012 & 0013 - Within 36 month period from contract award.

Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(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>
<http://www.arnet.gov/far>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2009)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(7) 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(8) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(9) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(10) ___ 252.225-7021, Trade Agreements (NOV 2008) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(11) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(12) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(13)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2006) of 252.225-7036.

(14) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(15) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(16) X 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(17) X 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(18) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(19) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(20) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).0

(21)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

(22) X 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS**ADDENDUM J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

ATTACHMENT	DOCUMENT	NO. OF PAGES
J-1	Eagle, Globe, and Anchor Emblem (See Section L.D (access link for details))	1
EXHIBIT(S)		
A	Contract Data Requirements List (CDRL) DD Form 1423 with Associated Data Item	5
A001	First Article Test Plan	
A002	First Article Test Report	
A003	Materials and Components List	
A004	First Article Test Procedures	
A005	Monthly Performance Report	