

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 18	
2. CONTRACT NO. GS-35F-4461G		3. AWARD/EFFECTIVE DATE 15-Nov-2010		4. ORDER NUMBER M67854-11-F-4903		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY MARINE CORPS SYSTEMS COMMAND, CTQ ATTN: LISA BOTKIN 2200 LESTER STREET QUANTICO VA 22134-6050  TEL: 703-784-6583 FAX:		CODE M67854		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVG-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$25M NAIGS: 541519		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-A7 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO COMMANDER, MARINE CORPS SYSTEM COMMAND CONNIE SHANHOLS 2200 LESTER STREET QUANTICO VA 22134-6050		CODE M67854		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17a. CONTRACTOR/OFFEROR SCIENCE APPLICATIONS INTERNATIONAL CORPO (b) (6)  TEL (b) (6)		CODE 5UTP8		18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS PO BOX 369022 ATTN: KANSAS COLUMBUS OH 43236-9022		CODE M67443	
<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 checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		<b>SEE SCHEDULE</b>				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$1,200,306.50</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input 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>  0  </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.				29. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> OFFER DATED <u>10-Nov-2010</u> . 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	
				<i>Lisa R. Botkin</i>		15-Nov-2010	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) LISA BOTKIN / CONTRACTING OFFICER TEL: 703-432-5099 EMAIL: lisa.botkin@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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TFDW PDSS FFP TFDW Post Deployment System Support and Maintenance for Tasks 1 through 5. To be invoiced in 6 equal amounts. FOB: Destination MILSTRIP: M6785411RCAV025 PURCHASE REQUEST NUMBER: M6785411RCAV025	(b) (4)	Each	(b) (4)	(b) (4)
				NET AMT	(b) (4)
	ACRN AA CIN: M6785411RCAV0250001				(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel/ODCs FFP Travel/ODCs in support of CLIN 0001. This is a cost reimbursable CLIN. Travel is reimbursed in accordance with the JTR. To be invoiced in 6 equal amounts. FOB: Destination MILSTRIP: M6785411RCAV025 PURCHASE REQUEST NUMBER: M6785411RCAV025	(b) (4)	Each	(b) (4)	(b) (4)
				NET AMT	(b) (4)
	ACRN AA CIN: M6785411RCAV0250002				(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	TFDW PDSS FFP TFDW Post Deployment System Support and Maintenance for Tasks 6 through 8. To be invoiced in 6 equal amounts. FOB: Destination MILSTRIP: M0008511RC00011 PURCHASE REQUEST NUMBER: M0008511RC00011	(b) (4)	Each	(b) (4)	(b) (4)

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NET AMT (b) (4)

ACRN AB  
CIN: M0008511RC000110003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	TFDW PDSS FFP TFDW Post Deployment System Support and Maintenance for Task 9. To be invoiced in 6 equal amounts. FOB: Destination MILSTRIP: M3070811RC00012 PURCHASE REQUEST NUMBER: M3070811RC00012	(b) (4)	Each	(b) (4)	(b) (4)

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NET AMT (b) (4)

ACRN AC  
CIN: M3070811RC00012

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-NOV-2010 TO 14-MAY-2011	N/A	COMMANDER, MARINE CORPS SYSTEM COMMAND CONNIE SHANHOLS 2200 LESTER STREET QUANTICO VA 22134-6050 703-784-4738 FOB: Destination	M67854
0002	POP 15-NOV-2010 TO 14-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0003	POP 15-NOV-2010 TO 14-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0004	POP 15-NOV-2010 TO 14-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

## ACCOUNTING AND APPROPRIATION DATA

AA: 17111061A2A 251 67854 067443 2D M67854  
 COST CODE: 1RCAV02510AV  
 AMOUNT: (b) (4)  
 CIN M6785411RCAV0250001 (b) (4)  
 CIN M6785411RCAV0250002 (b) (4)

AB: 17111064A4G 251 00027 067443 2D 4A4G  
 COST CODE: 1RC00011PREE  
 AMOUNT: (b) (4)  
 CIN M0008511RC000110003 (b) (4)

AC: 17111061A1A 252 00264 067443 2D M30708  
 COST CODE: 1RC00012CFLR  
 AMOUNT: (b) (4)  
 CIN M3070811RC00012 (b) (4)

## CLAUSES INCORPORATED BY REFERENCE

52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUL 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.223-18	Contractor Policy to Ban Text Messaging While Driving.	SEP 2010
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.212-7000	Offeror Representations and Certifications- Commercial Items	JUN 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JUN 2010)

(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; 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)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the 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 the 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 form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (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) Reserved.

(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 (JUN 1998) (29 U.S.C. 793).

(vii) Reserved.

(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).

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

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

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

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

[www.arnet.gov](http://www.arnet.gov)

<http://www.acq.osd.mil/dpap/dars/index.htm>

(End of clause)

#### SPECIAL CONTRACT REQUIREMENTS

#### **DESCRIPTION/STATEMENT OF WORK (SOW)**

The contractor shall continue to provide expert technical and software development, transition, deployment, and support that includes project management, programming, software integration, database management, and maintenance to support the specific task requirements outlined in the SOW. For this 6-month period, the contractor shall retain personnel of the same qualifications and experience as currently exists to provide continued maintenance support. All performance shall be accomplished in accordance with the attached Statement of Work (SOW), Attachment (1), the contractor's quotation dated 11 November 2010 (incorporated by reference only), and the terms and conditions delineated in this task order.

#### **INVOICING INSTRUCTIONS**

#### **I. MARCORSSCOM WAWF INSTRUCTIONS TO CONTRACTORS**

- a. Vendors, it is critical that the following instructions are followed. Failure to follow all instructions listed below may cause a delay or even rejection of invoice payment.
- b. In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Requests (MAR 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor requests for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

- c. The contractor shall (i) ensure an Electronic Business Point of Contact (POC) is designated in Central Contractor Registration at <<http://www.ccr.gov>>, and (ii) register to use WAWF-RA at <<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/>. Tutorial programs on the WAWF Program are available at <http://www.wawftraining.com>. It is highly recommended that all Vendors' visit this website.
- d. The contractor is directed to use the "2 -in-1" format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854 and extension PG10 (i.e., M67854 ext. PG10) as the DODAAC and extension for all shipping addresses.
- e. The contractor is directed to use the "combo" format when processing invoices and receiving reports for any Cost Reimbursement type CLINs. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC M67854 and extension PG10 (i.e., M67854 ext. PG10) as the DODAAC and extension for all shipping addresses.
- f. To expedite payment, when submitting invoices for payment the contractor is advised to check the applicable box to notify the Government point of contact electronically of an invoice submission.
- g. The vendor shall submit the invoice in WAWF after they have confirmed delivery of equipment to appropriate location. After submission of the invoice in WAWF please send a WAWF email notification to the Project Officer (PO) and the alternate Point of Contact (POC), if applicable, shown in Section II.b. below. This is to ensure that the invoice is certified and prompt payment is made to the vendor as requested. To send the email, click on the Send Additional Email Notifications block on the page that appears. Add the primary point of contact's email address in the first email address block and add the alternate point of contact's email address in the following block. 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.
- h. During the invoicing process, WAWF requires the vendor to enter the Contract Number (PIIN), Order Number (SPIIN) and Cage Code. No dots, dashes or spaces. The WAWF - EDA pre-population process is very dependent on accurate, reliable information. Data contained in EDA will pre-populate the vendor's WAWF document only when the PIIN, SPIIN and cage# is entered correctly.
- i. If you are having issues with the WAWF program contact 1) the COR Ms. Connie Shanholts and can be reached by phone at (703) 784-4738 or via email at [connie.shanholts@usmc.mil](mailto:connie.shanholts@usmc.mil) or 2) the Marine Corps WAWF contact Susan Dibianca (540) 658-2611 or via email at [susan.s.dibianca@lmco.com](mailto:susan.s.dibianca@lmco.com).

**II. VENDOR DATA ENTRY INFORMATION INTO WAWF:****ADDRESS:**

DFAS-Columbus  
P.O. Box 369022  
Attn: Kansas-M67443  
Columbus, Ohio 43236-9022  
E-Mail: MyInvoice: <https://myinvoice.csd.disa.mil/>

Data entry information in WAWF:  
Payment Office DoDAAC: M67443  
Issue By DoDAAC: M67854  
Admin Office DoDAAC: M67854  
Service Acceptor DoDAAC: M67854 ext. PG10  
Contract Number: GS35F4461G  
Order Number: M6785411F4903

**Points of Contact****a. Government Contracting Officer:**

Ms. Lisa Botkin  
MARCORSYSCOM  
2200 Lester Street  
Quantico, VA 22134-6050  
Phone: (703) 784-6583  
Fax: (703)784-6829  
Email: [lisa.botkin@usmc.mil](mailto:lisa.botkin@usmc.mil)

**b. Contracting Officer's Representative (COR)**

Ms. Connie Shanholts  
2200 Lester Street  
Quantico, VA 22134-6050  
Phone: (703) 784-4738  
Email: [connie.shanholts@usmc.mil](mailto:connie.shanholts@usmc.mil)

Inspection and acceptance of contract/order deliverables are the responsibility of the COR or her duly authorized representative(s) except as otherwise specified in the contract under the inspection and acceptance clause. Moreover, the COR serves in a supporting role to the Contracting Officer, providing advice and expertise on technical issues. However, only the Contracting Officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specification requirements. In the event the contractor does deviate, without written approval of the Contracting Officer, such deviation shall be at the risk of, and any cost related thereto shall be borne by, the contractor.

**SUBSTITUTION OF KEY PERSONNEL**

**General Provision.** The contractor agrees to assign to this task order those people identified as key personnel whose resumes were submitted with its submission and who are necessary to fulfill the requirements of this task order. No substitutions shall be made except in accordance with this clause.

**Guidance on Substitutions.** All substitution requests must be submitted, in writing, at least fifteen (15) days [thirty (30) days if security clearance is to be obtained] in advance of the proposed substitutions to the Contracting Officer.

**Requests for Substitutions.** All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or higher than the qualifications required of the person to be replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

**Key personnel definition.** Key personnel are understood to be those individuals who were proposed in the Contractor's technical submission, and specifically listed herein, to the Government who are necessary to fill the requirements of the task order.

<b>Key Personnel</b>
(b) (6)

### **ORGANIZATIONAL CONFLICT OF INTEREST**

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes corporations, partnerships, joint ventures, and other business enterprises.

(b) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid potential conflict of interest, and at the same time to avoid prejudicing the best interest of the government, the right of the contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the government any information provided to the contract by the government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the government on confidential basis by other persons. Further, the prohibition against release of government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in contractor generated work or where it is discernible from materials incorporating or based upon such information.

(2) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure or any party outside the government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the contractor. The terms of paragraph (f) of the Special Contractor Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The contractor further agrees that during the performance of this contract and for a period of three years after completion of performance of this contract, the contractor, any affiliate of the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity into or with which it may subsequently merge or affiliate or any other successor or assign of the contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or as a subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition for those systems, components, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the contractor may, with the authorization of the cognizant contracting officer, participate in a subsequent procurement for the same system, component, or service. In other words, the contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the contracting officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the contracting officer in making a determination on this matter. Notwithstanding this notification, the government may terminate the contract for the convenience of the government if determined to be in the best interest of the government.

(g) Notwithstanding paragraph (f) above, if the contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become aware of an organizational conflict or interest after award of this contract and does not make an immediate and full disclosure in writing to the contracting officer, the government may terminate this contract for default.

(h) If the contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the government may terminate this contract by default.

(i) The contracting officer's decision as to the existence or nonexistence of the actual or potential organization conflict of interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.233.1).

(j) Nothing in this requirement is intended to prohibit or preclude the contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the contractor from participating in any research and development. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The contractor shall promptly notify the contracting officer, in writing, if it has been tasked to evaluate or advise the government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the government's interest.

(l) The contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

## **LIST OF ATTACHMENTS**

### **Attachments**

Attachment (1) Statement of Work (SOW)

