

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER  
 SEE SCHEDULE

PAGE 1 OF 31

2. CONTRACT NO. GS00Q09BGD0015  
 3. AWARD/EFFECTIVE DATE 27-Sep-2012  
 4. ORDER NUMBER M67854-12-F-4914  
 5. SOLICITATION NUMBER M67854-12-Q-4914  
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:  
 a. NAME DEBORAH O PICKERAL  
 b. TELEPHONE NUMBER (No Collect Calls) 540-657-1190  
 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE M67854  
 MARINE CORPS SYSTEMS COMMAND, CTQ  
 ATTN: LISA BOTKIN  
 2200 LESTER STREET  
 QUANTICO VA 22134-6050  
 TEL: 703-784-6583  
 FAX:

10. THIS ACQUISITION IS  
 UNRESTRICTED  
 SET ASIDE: % FOR  
 SB  
 HUBZONE SB  
 8(A)  
 SVC-DISABLED VET-OWNED SB  
 EMERGING SB  
 SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
 13b. RATING DO-A7  
 14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

12. DISCOUNT TERMS  
 Net 30 Days

15. DELIVER TO CODE M67854  
 MARCORSYSCOM - M67854  
 SCOTT KELLEN  
 2200 LESTER ST.  
 QUANTICO VA 22134

16. ADMINISTERED BY CODE  
**SEE ITEM 9**

17a. CONTRACTOR/OFFEROR CODE 7N699  
 AT&T GOVERNMENT SOLUTIONS, INC.  
 (b) (6)  
 1900 GALLOWS RD STE 105  
 VIENNA VA 22182-3865  
 TEL. FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE M67443  
 DFAS COLUMBUS  
 PO BOX 369022  
 ATTN: KANSAS CITY  
 COLUMBUS OH 43236-9022

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  SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA  
**See Schedule**

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
**\$6,642,751.00**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 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  
 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)  
*Lisa R. Botkin*  
 31c. DATE SIGNED  
 27-Sep-2012

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 |
|----------------------------|------------------------------------|--------------|----------|----------------|------------|
| <p><b>SEE SCHEDULE</b></p> |                                    |              |          |                |            |

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

|  |           |   |
|--|-----------|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------|---|

|  |   |
|--|---|
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|  | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE           |

|   |                    |                                 |  |                  |
|---|--------------------|---------------------------------|--|------------------|
| 33. SHIP NUMBER   | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL |                    |                                 |  |                  |

|                        |                        |             |
|------------------------|------------------------|-------------|
| 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> )  |

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|--|----------|------|------------|---------|
| 0001    | ITSM<br>FFP<br>ITSM, to include Project Management, Service Mappings, Marine Corps Classified and Unclassified Network Domain Configuration Management Databases (CMDDBs), Marine Corps Unclassified Network Domain Request Fulfillment Process, Marine Corps Unclassified Network Domain and Classified Network Domain ITSM Toolset, Marine Corps Unclassified Network Domain and Classified Network Domain ITSM Toolset Training Environment, Marine Corps Unclassified and Classified Network Domain Certification and Accreditation, Marine Corps Unclassified and Classified Network Domain Service Catalog, and Marine Corps Unclassified and Classified Network Domain Event Management Tools in accordance with Objectives 2.1.1 - 2.1.9 and in accordance with Attachment 1, Performance Work Statement (PWS). To be invoiced in accordance with Attachment 3, Milestone Billing Schedule (MBS). This CLIN is inclusive of Travel/ODCs.<br>FOB: Destination |          |      | (b) (4)    | (b) (4) |
|         |  |          |      | NET AMT    | (b) (4) |

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT   | UNIT PRICE                                | AMOUNT  |
|---------|--|----------|--------|---|---------|
| 0001AA  | <p>ITSM<br/>FFP<br/>TSM, to include Project Management, Service Mappings, Marine Corps Classified and Unclassified Network Domain Configuration Management Databases (CMDDBs), Marine Corps Unclassified Network Domain Request Fulfillment Process, Marine Corps Unclassified Network Domain and Classified Network Domain ITSM Toolset, Marine Corps Unclassified Network Domain and Classified Network Domain ITSM Toolset Training Environment, Marine Corps Unclassified and Classified Network Domain Certification and Accreditation, Marine Corps Unclassified and Classified Network Domain Service Catalog, and Marine Corps Unclassified and Classified Network Domain Event Management Tools in accordance with Attachment 1, Performance Work Statement (PWS). To be invoiced in accordance with Attachment 3, Milestone Billing Schedule (MBS). This CLIN is inclusive of Travel/ODCs.<br/>FOB: Destination<br/>MILSTRIP: M9545012RCZA046<br/>PURCHASE REQUEST NUMBER: M9545012RCZA046</p> | (b) (4)  | Months | (b) (4)                                   | (b) (4) |
|         |  |          |        | NET AMT                                   | (b) (4) |
|         |  |          |        | ACRN AA<br>CIN: M9545012RCZA04600010001AA | (b) (4) |

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT   | UNIT PRICE                                | AMOUNT  |
|---------|--|----------|--------|---|---------|
| 0001AB  | <p>ITSM<br/>FFP<br/>TSM, to include Project Management, Service Mappings, Marine Corps Classified and Unclassified Network Domain Configuration Management Databases (CMDDBs), Marine Corps Unclassified Network Domain Request Fulfillment Process, Marine Corps Unclassified Network Domain and Classified Network Domain ITSM Toolset, Marine Corps Unclassified Network Domain and Classified Network Domain ITSM Toolset Training Environment, Marine Corps Unclassified and Classified Network Domain Certification and Accreditation, Marine Corps Unclassified and Classified Network Domain Service Catalog, and Marine Corps Unclassified and Classified Network Domain Event Management Tools in accordance with Attachment 1, Performance Work Statement (PWS). To be invoiced in accordance with Attachment 3, Milestone Billing Schedule (MBS). This CLIN is inclusive of Travel/ODCs.<br/>FOB: Destination<br/>MILSTRIP: M9545012RCDE719<br/>PURCHASE REQUEST NUMBER: M9545012RCDE719</p> | (b) (4)  | Months | (b) (4)                                   | (b) (4) |
|         |  |          |        | NET AMT                                   | (b) (4) |
|         |  |          |        | ACRN AB<br>CIN: M9545012RCDE71900010001AB | (b) (4) |

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT   | UNIT PRICE | AMOUNT  |
|---------|--|----------|--------|------------|---------|
| 0001AC  | ITSM<br>FFP<br>TSM, to include Project Management, Service Mappings, Marine Corps Classified and Unclassified Network Domain Configuration Management Databases (CMDDBs), Marine Corps Unclassified Network Domain Request Fulfillment Process, Marine Corps Unclassified Network Domain and Classified Network Domain ITSM Toolset, Marine Corps Unclassified Network Domain and Classified Network Domain ITSM Toolset Training Environment, Marine Corps Unclassified and Classified Network Domain Certification and Accreditation, Marine Corps Unclassified and Classified Network Domain Service Catalog, and Marine Corps Unclassified and Classified Network Domain Event Management Tools in accordance with Attachment 1, Performance Work Statement (PWS). To be invoiced in accordance with Attachment 3, Milestone Billing Schedule (MBS). This CLIN is inclusive of Travel/ODCs.<br>FOB: Destination<br>MILSTRIP: M9545012RCDF704<br>PURCHASE REQUEST NUMBER: M9545012RCDF704 | (b) (4)  | Months | (b) (4)    | (b) (4) |

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NET AMT (b) (4)

ACRN AC (b) (4)  
CIN: M9545012RCDF70400010001AC

| ITEM NO        | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|----------------|---|----------|------|------------|---------|
| 0003<br>OPTION | Optional Objective 1<br>FFP<br>Optional Objective 1: Marine Corps Unclassified Network Domain ITSM Tool Failover Between uEITC and an Alternate Site in accordance with Attachment 1, Performance Work Statement (PWS). To be invoiced in accordance with Attachment 3, Milestone Billing Schedule (MBS).<br><br>FOB: Destination | (b) (4)  | Each | (b) (4)    | (b) (4) |

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NET AMT (b) (4)

| ITEM NO        | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|----------------|---|----------|------|------------|---------|
| 0004<br>OPTION | Optional Objective 2<br>FFP<br>Optional Objective 2: Marine Corps Classified Network Domain ITSM Tool Failover Between cEITC and an Alternate Site in accordance with Attachment 1, Performance Work Statement (PWS). To be invoiced in accordance with Attachment 3, Milestone Billing Schedule (MBS).<br><br>FOB: Destination | (b) (4)  | Each | (b) (4)    | (b) (4) |
| NET AMT        |   |          |      |            | (b) (4) |

| ITEM NO        | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|----------------|--|----------|------|------------|---------|
| 0005<br>OPTION | Optional Objective 3<br>FFP<br>Optional Objective 3: Marine Corps ITSM Incident Management Tool MITSC-E Incident Data in accordance with Attachment 1, Performance Work Statement (PWS). To be invoiced in accordance with Attachment 3, Milestone Billing Schedule (MBS).<br><br>FOB: Destination | (b) (4)  | Each | (b) (4)    | (b) (4) |
| NET AMT        |  |          |      |            | (b) (4) |

| ITEM NO        | SUPPLIES/SERVICES  | QUANTITY | UNIT   | UNIT PRICE | AMOUNT  |
|----------------|--|----------|--------|------------|---------|
| 0006<br>OPTION | Optional Objective 4<br>FFP<br>Optional Objective 4: Marine Corps Unclassified Network Domain and classified Network Domain ITSM Toolset Development Environment in accordance with Attachment 1, Performance Work Statement (PWS). To be invoiced in accordance with Attachment 3, Milestone Billing Schedule (MBS). The Government may partially exercise this option.<br><br>FOB: Destination | (b) (4)  | Months | (b) (4)    | (b) (4) |

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NET AMT (b) (4)

| ITEM NO        | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|----------------|---|----------|------|------------|---------|
| 0007<br>OPTION | Optional Objective 5<br>FFP<br>Optional Objective 5: Testing & Remediation of Issues Discovered During Testing in accordance with Attachment 1, Performance Work Statement (PWS). To be invoiced in accordance with Attachment 3, Milestone Billing Schedule (MBS).<br><br>FOB: Destination | (b) (4)  | Each | (b) (4)    | (b) (4) |

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NET AMT (b) (4)

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|---------|--|----------|------|------------|---------|
| 0008    | Contractor Access Fee (CAF)<br>FFP<br>Contractor Access Fee (CAF).<br>FOB: Destination |          |      | (b) (4)    | (b) (4) |
| NET AMT |  |          |      |            | (b) (4) |

| ITEM NO                        | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|--------------------------------|--|----------|------|------------|---------|
| 0008AA                         | Contractor Access Fee (CAF)<br>FFP<br>CAF associated with SLINs 0001AA, 0001AB, and 0001AC.<br>FOB: Destination<br>MILSTRIP: M9545012RCDF704<br>PURCHASE REQUEST NUMBER: M9545012RCDF704 | (b) (4)  | Each | (b) (4)    | (b) (4) |
| NET AMT                        |  |          |      |            | (b) (4) |
| ACRN AC                        |  |          |      |            | (b) (4) |
| CIN: M9545012RCDF70400010008AA |  |          |      |            |         |

| ITEM NO          | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|------------------|--|----------|------|------------|---------|
| 0008AB<br>OPTION | Contractor Access Fee (CAF)<br>FFP<br>CAF associated with CLIN 0003.<br>FOB: Destination | (b) (4)  | Each | (b) (4)    | (b) (4) |
| NET AMT          |  |          |      |            | (b) (4) |

| ITEM NO          | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|------------------|--|----------|------|------------|---------|
| 0008AC<br>OPTION | Contractor Access Fee (CAF)<br>FFP<br>CAF associated with CLIN 0004.<br>FOB: Destination | (b) (4)  | Each | (b) (4)    | (b) (4) |

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NET AMT (b) (4)

| ITEM NO          | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|------------------|--|----------|------|------------|---------|
| 0008AD<br>OPTION | Contractor Access Fee (CAF)<br>FFP<br>CAF associated with CLIN 0005.<br>FOB: Destination | (b) (4)  | Each | (b) (4)    | (b) (4) |

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NET AMT (b) (4)

| ITEM NO          | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|------------------|--|----------|------|------------|---------|
| 0008AE<br>OPTION | Contractor Access Fee (CAF)<br>FFP<br>CAF associated with CLIN 0006.<br>FOB: Destination | (b) (4)  | Each | (b) (4)    | (b) (4) |

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NET AMT (b) (4)

| ITEM NO          | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT  |
|------------------|--|----------|------|------------|---------|
| 0008AF<br>OPTION | Contractor Access Fee (CAF)<br>FFP<br>CAF associated with CLIN 0007.<br>FOB: Destination | (b) (4)  | Each | (b) (4)    | (b) (4) |
| NET AMT          |  |          |      |            | (b) (4) |

**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 |
| 0001AA | Destination | Government | Destination | Government |
| 0001AB | Destination | Government | Destination | Government |
| 0001AC | Destination | Government | Destination | Government |
| 0003   | Destination | Government | Destination | Government |
| 0004   | Destination | Government | Destination | Government |
| 0005   | Destination | Government | Destination | Government |
| 0006   | Destination | Government | Destination | Government |
| 0007   | Destination | Government | Destination | Government |
| 0008   | Destination | Government | Destination | Government |
| 0008AA | Destination | Government | Destination | Government |
| 0008AB | Destination | Government | Destination | Government |
| 0008AC | Destination | Government | Destination | Government |
| 0008AD | Destination | Government | Destination | Government |
| 0008AE | Destination | Government | Destination | Government |
| 0008AF | Destination | Government | Destination | Government |

**DELIVERY INFORMATION**

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|---------------|----------|-----------------|-----|
|------|---------------|----------|-----------------|-----|

|        |                                   |     |   |        |
|--------|-----------------------------------|-----|---|--------|
| 0001   | N/A                               | N/A | N/A   | N/A    |
| 0001AA | POP 28-SEP-2012 TO<br>27-SEP-2013 | N/A | MARCORSYSCOM - M67854<br>SCOTT KELLEN<br>2200 LESTER ST.<br>QUANTICO VA 22134<br>703-432-7891<br>FOB: Destination | M67854 |
| 0001AB | POP 28-SEP-2012 TO<br>27-SEP-2013 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | M67854 |
| 0001AC | POP 28-SEP-2012 TO<br>27-SEP-2013 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | M67854 |
| 0003   | POP 28-SEP-2012 TO<br>27-SEP-2013 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | M67854 |
| 0004   | POP 28-SEP-2012 TO<br>27-SEP-2013 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | M67854 |
| 0005   | POP 28-SEP-2012 TO<br>27-SEP-2013 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | M67854 |
| 0006   | POP 28-SEP-2012 TO<br>27-SEP-2013 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | M67854 |
| 0007   | POP 28-SEP-2012 TO<br>27-SEP-2013 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | M67854 |
| 0008   | N/A                               | N/A | N/A   | N/A    |
| 0008AA | POP 28-SEP-2012 TO<br>27-SEP-2013 | N/A | MARCORSYSCOM - M67854<br>SCOTT KELLEN<br>2200 LESTER ST.<br>QUANTICO VA 22134<br>703-432-7891<br>FOB: Destination | M67854 |
| 0008AB | POP 28-SEP-2012 TO<br>27-SEP-2013 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | M67854 |
| 0008AC | POP 28-SEP-2012 TO<br>27-SEP-2013 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | M67854 |
| 0008AD | POP 28-SEP-2012 TO<br>27-SEP-2013 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | M67854 |
| 0008AE | POP 28-SEP-2012 TO<br>27-SEP-2013 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | M67854 |
| 0008AF | POP 28-SEP-2012 TO<br>27-SEP-2013 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | M67854 |

## ACCOUNTING AND APPROPRIATION DATA

AA: 1721107BSS1 252 67854 067443 2D M95450  
 COST CODE: 2RCZA04610FS  
 AMOUNT: (b) (4)  
 CIN M9545012RCZA04600010001AA (b) (4)

AB: 1721106BSS1 251 67854 067443 2D M95450  
 COST CODE: 2RCDE71910AN  
 AMOUNT: (b) (4)  
 CIN M9545012RCDE71900010001AB: (b) (4)

AC: 1721106BSS1 252 67854 067443 2D M95450  
 COST CODE: 2RCDF70410AN  
 AMOUNT: (b) (4)  
 CIN M9545012RCDF70400010001AC: (b) (4)  
 CIN M9545012RCDF70400010008AA (b) (4)

## CLAUSES INCORPORATED BY REFERENCE

|              |  |          |
|--------------|--|----------|
| 52.203-10    | Price Or Fee Adjustment For Illegal Or Improper Activity                                       | JAN 1997 |
| 52.204-7     | Central Contractor Registration  | FEB 2012 |
| 52.237-3     | Continuity Of Services   | JAN 1991 |
| 52.242-15    | Stop-Work Order  | AUG 1989 |
| 52.245-1     | Government Property  | APR 2012 |
| 52.245-9     | Use And Charges  | APR 2012 |
| 252.227-7013 | Rights in Technical Data--Noncommercial Items  | FEB 2012 |
| 252.227-7014 | Rights in Noncommercial Computer Software and<br>Noncommercial Computer Software Documentation | FEB 2012 |
| 252.227-7014 | Rights in Noncommercial Computer Software and<br>Noncommercial Computer Software Documentation | FEB 2012 |
| 252.227-7015 | Technical Data--Commercial Items   | DEC 2011 |
| 252.227-7016 | Rights in Bid or Proposal Information  | JAN 2011 |
| 252.227-7027 | Deferred Ordering Of Technical Data Or Computer Software                                       | APR 1988 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data   | APR 2012 |
| 252.232-7010 | Levies on Contract Payments  | DEC 2006 |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished<br>Property                             | APR 2012 |
| 252.245-7002 | Reporting Loss of Government Property  | APR 2012 |
| 252.245-7003 | Contractor Property Management System Administration   | APR 2012 |

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2012)

(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 CCR accessed through <https://www.acquisition.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 (FEB 2012)

(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 (Sept 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 (Apr 2010) (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 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2012) (41 U.S.C. 2313).

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13)(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.

- \_\_\_\_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).
- \_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.
- \_\_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- \_\_\_\_ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_\_ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_\_ (19)(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.
- \_\_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- \_\_\_\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- \_\_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).
- \_\_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011)
- X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (34) 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.)
- \_\_\_\_ (35)(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.)
- (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (37)(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.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_\_\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- \_\_\_\_ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- \_\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.
- \_\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
- \_\_\_\_ (41) 52.225-5, Trade Agreements (NOV 2011) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)
- \_\_\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (45) 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)).

\_\_\_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_\_ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_\_ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

X (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (51)(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) (Sep 2009) (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 (Sep 2009) (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) (41 351, 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 (Sept 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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

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

(iii) Reserved.

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

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

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (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)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within sixty (60) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed twelve (12) months.

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

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

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

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

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

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

**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.**

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

**Not applicable**

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

Routing Data Table\*

| Field Name in WAWF        | Data to be entered in WAWF |
|---------------------------|----------------------------|
| Pay Official DoDAAC       | M67443                     |
| Issue By DoDAAC           | M67854                     |
| Admin DoDAAC              | M67854                     |
| Inspect By DoDAAC         | N/A                        |
| Ship To Code              | N/A                        |
| Ship From Code            | N/A                        |
| Mark For Code             | N/A                        |
| Service Approver (DoDAAC) | N/A                        |
| Service Acceptor (DoDAAC) | M67854 ext. PG10           |
| Accept at Other DoDAAC    | N/A                        |
| LPO DoDAAC                | N/A                        |

|                            |            |
|----------------------------|------------|
| <b>DCAA Auditor DoDAAC</b> | <b>N/A</b> |
| <b>Other DoDAAC(s)</b>     | <b>N/A</b> |

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

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

**Not applicable**

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

**Contracting Officer's Representative (COR), Scott Kellen (703) 784-6612 or via email at [scott.kellen@usmc.mil](mailto:scott.kellen@usmc.mil) or the Marine Corps WAWF contact Susan Dibianca (540) 322-2897 x3210 or via email at [susan.dibianca@taic.net](mailto:susan.dibianca@taic.net).**

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

(End of clause)

SPECIAL CONTRACT REQUIREMENTS

**DESCRIPTION / PERFORMANCE WORK STATEMENT**

The objective of the USMC Information Technology Service Management (ITSM) Operations and Sustainment Requirement is to procure operation and sustainment of ITSM. This support covers Program Management, Service Mappings, Marine Corps Classified and Unclassified Network Domain Configuration Management Databases (CMDDBs), Marine Corps Unclassified Network Domain Request Fulfillment Process, Marine Corps Unclassified Network Domain and Classified Network Domain ITSM Toolset, Marine Corps Unclassified Network Domain and Classified Network Domain ITSM Toolset Training Environment, Marine Corps Unclassified and Classified Network Domain Certification and Accreditation, Marine Corps Unclassified and Classified Network Domain Service Catalog, and Marine Corps Unclassified and Classified Network Domain Event Management Tools. All performance shall be accomplished in accordance with the attached Performance Work Statement (PWS), Attachment (1).

**Period of Performance**

The contract term will be a base period of twelve (12) months with optional objectives to be exercised during the 12-month period, at the discretion of the Government. If the Government does not award a follow-on task order in time, the Government may require the Offeror to continue performance for an additional period up to six months under FAR 52.217-8 Option to Extend Services clause.

The period of performance for this task order is as follows:

CLIN 0001 and SLIN 0008AA – 28 September 2012 – 27 September 2013

Option CLINs 0003 – 0007 and SLINs 0008AB – 0008AF (To be exercised at the discretion of the Government)

**Place of Performance.**

Anticipated place of performance shall be in accordance with the attached PWS during this effort.

**CONTRACTING OFFICE REPRESENTATIVES:**

**The Contracting Officer (PCO) for this task order is:**

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

**The Contracting Point of Contact for this task order is:**

ATTN: Deborah Pickeral  
MARCORSYSCOM  
2200 Lester Street  
Quantico, VA 22134  
Phone: (703) 784-6544  
Fax: (703) 784-6829  
Email: [Deborah.Pickeral@usmc.mil](mailto:Deborah.Pickeral@usmc.mil)

**The Contracting Office Representative (COR)/ Quality Assurance Evaluator for this task order is:**

ATTN: Scott Kellen  
MARCORSYSCOM  
2200 Lester Street  
Quantico, VA 22134  
Phone: (703) 784-6612  
Email: [scott.kellen1@usmc.mil](mailto:scott.kellen1@usmc.mil)

**The Alternate Contracting Office Representative (COR) for this task order is:**

ATTN: Balaji Kalyan  
MARCORSYSCOM  
2200 Lester Street  
Quantico, VA 22134  
Phone: (703) 784-6507  
Email: [balaji.kalyan@usmc.mil](mailto:balaji.kalyan@usmc.mil)

**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. This prohibition shall not expire after a given period of time.

(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) - Performance Work Statement (PWS)

Attachment (2) – Draft DD254

Attachment (3) – Milestone Billing Schedule (MBS)

**Attachment 3 - Milestone Billing Schedule**

**SLIN 0001AA**

| Billing Date | Amount  |
|--------------|---------|
| Oct-12       | (b) (4) |
| Nov-12       |         |
| Dec-12       |         |
| Jan-13       |         |
| Feb-13       |         |
| Mar-13       |         |
| Apr-13       |         |
| May-13       |         |
| Jun-13       |         |
| Jul-13       |         |
| Aug-13       |         |
| Sep-13       |         |

**SLIN 0001AB**

| Billing Date | Amount  |
|--------------|---------|
| Oct-12       | (b) (4) |
| Nov-12       |         |
| Dec-12       |         |
| Jan-13       |         |
| Feb-13       |         |
| Mar-13       |         |
| Apr-13       |         |
| May-13       |         |
| Jun-13       |         |
| Jul-13       |         |
| Aug-13       |         |
| Sep-13       |         |

**SLIN 0001AC**

| Billing Date | Amount  |
|--------------|---------|
| Oct-12       | (b) (4) |
| Nov-12       |         |
| Dec-12       |         |
| Jan-13       |         |
| Feb-13       |         |
| Mar-13       |         |
| Apr-13       |         |
| May-13       |         |
| Jun-13       |         |
| Jul-13       |         |
| Aug-13       |         |
| Sep-13       |         |