

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
J

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
02

3. EFFECTIVE DATE
17-Sep-2017

4. REQUISITION/PURCHASE REQ. NO.
N6302117RC00015

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00189

7. ADMINISTERED BY (If other than Item 6)

CODE S2404A

NAVSUP FLC Norfolk, Code 200
1968 Gilbert Street Ste 600
Norfolk VA 23511-3392

DCMA Manassas
14501 George Carter Way, 2nd Floor
Chantilly VA 20151

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Corps Solutions, LLC.
42 Masters Mill Ct
Stafford VA 22556-8616

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-12-D-6828-FK02

10B. DATED (SEE ITEM 13)

16-Sep-2015

CAGE CODE 5G8H1

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
FAR 52.217-9 OPTION TO EXTEND THE CONTRACT

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

31-Jul-2017

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

GENERAL INFORMATION

The purpose of this modification is to exercise Option II for the Period of Performance 17 September 2017 through 16 September 2018 ... Accordingly, said Task Order is modified as follows: CLIN 8002 and CLIN 8004 are exercised. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

[REDACTED]				
[REDACTED]				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]				
[REDACTED]				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	U008	INSTRUCTOR/CURRICULUM SERVICES FOR THE INTERMEDIATE AMPHIBIOUS OPERATIONS COURSE IN SUPPORT OF EXPEDITIONARY WARFARE TRAINING GROUP, ATLANTIC. THE CURRICULUM/COURSE SHALL INSTRUCT MIDGRADE AND SENIOR NAVAL OFFICERS AND SENIOR ENLISTED PERSONNEL AND SHALL BE INSTRUCTED FOUR TIMES PER YEAR (APPROXIMATELY 10 DAYS PER SESSION). (O&MN,N)	12.0	MO	██████████	██████████
8001	U008	INSTRUCTOR/CURRICULUM SERVICES FOR THE INTERMEDIATE AMPHIBIOUS OPERATIONS COURSE IN SUPPORT OF EXPEDITIONARY WARFARE TRAINING GROUP, ATLANTIC. THE CURRICULUM/COURSE SHALL INSTRUCT MIDGRADE AND SENIOR NAVAL OFFICERS AND SENIOR ENLISTED PERSONNEL AND SHALL BE INSTRUCTED FOUR TIMES PER YEAR (APPROXIMATELY 10 DAYS PER SESSION). (O&MN,N)	12.0	MO	██████████	██████████
8002	U008	INSTRUCTOR/CURRICULUM SERVICES FOR THE INTERMEDIATE AMPHIBIOUS OPERATIONS COURSE IN SUPPORT OF EXPEDITIONARY WARFARE TRAINING GROUP, ATLANTIC. THE CURRICULUM/COURSE SHALL INSTRUCT MIDGRADE AND SENIOR NAVAL OFFICERS AND SENIOR ENLISTED PERSONNEL AND SHALL BE INSTRUCTED FOUR TIMES PER YEAR (APPROXIMATELY 10 DAYS PER SESSION). (O&MN,N)	12.0	MO	██████████	██████████
8003	U008	Option Year 1 Travel Costs NTE ██████████ (O&MN,N)	1.0	LO	██████████	██████████
8004	U008	Option Year 2 Travel Costs NTE ██████████ (O&MN,N)	1.0	LO	██████████	██████████

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

1.0 INTRODUCTION

1.1 The NAVSUP Fleet Logistics Center Norfolk (FLCN) is procuring Instructor/Curriculum Services for the Intermediate Amphibious Operations Course in support of Expeditionary Warfare Training Group, Atlantic.

2.0 Scope: This performance work statement defines the requirements for contractor service support to apply amphibious operations and instructor/curriculum design knowledge in the development and execution of the Intermediate Amphibious Operations Course in accordance with the five phase process outlined in the System's Approach to Training User's Guide. The course shall instruct midgrade and senior naval officers and senior enlisted personnel and shall be instructed four times per year (approximately 10 days per session).

3.0 General Requirements. General support requested to be provided by the contractor includes both instructor and curriculum development support.

3.1 Work Locations. The work shall be performed at EWTGLANT, Joint Expeditionary Base, Little Creek Ft Story, and Virginia Beach, Virginia.

3.2 Government Responsibilities and Interface. The Contracting Office Representative (COR) will have technical oversight and will execute responsibilities related to performance, deliverables acceptance, invoice certification, and coordination of work effort. The Procuring Contracting Officer (PCO) will interface with the prime Contractor's representative for administration issues.

3.3 The Contractor shall use the below references as a guide to the extent necessary to accomplish the services as stated in this Performance Work Statement. If during the execution of the contract the government provided references change or additional references are required, the Contracting Officer will issue a bi-lateral modification to the contract to incorporate the changes.

3.4 Contractor service support includes the expectation that performance includes that expected of a provider with a detailed knowledge of the current version of the following reference materials:

3.4.a U.S. Marine Corps Systems Approach to Training User's Guide (SAT Users Guide), Publication NAVMC 1553.1 dated 27 October 2010.

3.4.b Marine Corps Warfighting Publication 5.1.

3.4.c Proof of Concept Course Descriptive Data for Intermediate Amphibious Operations Course

3.4.d Joint Publication Amphibious Operations 3-02.3.4.e All MCWP and MCRP applicable to staff planning, amphibious operations, command and control.

4.0 SPECIAL REQUIREMENTS- The contractor shall provide subject matter expert support in the development and sustainment of course curricula, including:

4.0.a The contractor shall support the development and execution of the Intermediate Amphibious Operations course material in order to fulfill the training objectives identified in the Program of Instruction and as indicated by input from various training, fleet and operating forces representatives, formative and summative evaluations and post development inspection of the course. The contractor shall support the development of planning tools, milestones, coordinating

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documents, and training curricula to design and implement the Intermediate Amphibious Operations Course. The contractor will support the instruction of classes pertaining to this curriculum. The process will include all five phases of the SAT process and the contractor is responsible to provide requisite curriculum development support to government completion standards of all master lesson files and instructor support products required to instruct the course.

4.0.b Provide Subject Matter Expertise (SME) participation at Course Curriculum Review Boards (CCR (biannual) sponsored by Expeditionary Warfare Training Group, Atlantic (EWTGLANT)).

4.1. Following the CCRB Recommendation, the contractor shall provide curriculum development support to EWTGLANT in the development and sustainment of Master Lesson Files (MLF) and other course associated curricula.

4.2 The contractor shall provide formal classroom instruction in accordance with the Intermediate Amphibious Operations Course Program of Instruction (POI). This is the formal document that forms the basis for the course. Training shall comply with all standards of the Marine Corps Basic Instructor Course and applicable Marine Corps orders governing instruction at formal learning centers.

4.3 The Contractor shall support the preparation of lesson plans. This shall reflect the material content methodology required to achieve the instructional objectives, including:

4.3.1 Determining detailed subject matter and references to be included in programs of instruction.

4.3.2 Selecting and developing course materials such as study guides, visual aids, simulations (mock up models), proficiency charts, training aids, handouts, and course and instructional outlines.

4.3.3 Determining and selecting the instructional methods to best convey the course material (e.g. conferences, demonstrations, and practical exercises).

4.3.4 Constructing questions pertaining to his/her area of instructional responsibility for inclusion in co examinations.

4.3.5 Revising lesson plans to include updated course material, coordinating updates in concert with other related courses of instruction.

4.4 The Contractor shall support course material research, development, and update to include:

4.4.1 Researching training source material to ensure currency, adequacy, and accuracy of established co documents.

4.4.2 Provide research support and support the application of lessons learned pertinent to amphibious operations doctrine and procedures.

4.4.3 Support assimilation of current directives concerning new systems, doctrine, technical information procedures and recommending changes in course content or course materials as required.

4.4.4 Support Evaluation and assessment adequacy and appropriateness of content. Participate in p post reviews of course materials in light of student critiques. Participate in course review with EWTGLANT leadership as required.

4.4.5 Contractor Support Qualifications and Experience. The contractor support shall equate to the level of support associated with that which could reasonably be expected if the service were

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provided by a senior level Naval Officer with an extensive amphibious operations background and a formal school trained instructor/curriculum developer background. Extensive amphibious operations is characterized no less than (15) years in the surface warfare community with specialization assignments to the amphibious community for no less than ten years, either shipboard or amphibious staffs. The formal trained school instructor/curriculum developer shall have, at a minimum, completed the Marine Corps Basic Instructor Course or Navy Journeyman Instructor Training with a minimum of (3) year's formal curriculum development experience as characterized in the Marine Corps Systems Approach to Training or equivalent NAVEDTRA process. This support is expected to be expert level and reflect contemporary knowledge and practices within the past (5) years, with regard to naval amphibious doctrine and Formal School instructor and curriculum management practice. Must have experience in planning amphibious Operations. Note that the offeror, by submitting an offer self-certifies that the individuals proposed to work under this delivery order meet the qualifications of this PWS.

5.0 Deliverables. During contract period, review, revise, develop and produce within the Marine Corps Training Information Management System (MCTIMS), all required training and instructional materials for the Intermediate Amphibious Operations Course to standards specified in the references. All documents will be reviewed by the EWTGLANT Course Chief for technical accuracy and EWTGLANT Academics Branch personnel for academic format and compliance with Marine Corps standards for curriculum. Final acceptance will be by the Director, Operations and Training, EWTGLANT.

6.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

In accordance with the requirements at the NMCARS 5237.102(90), the contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the budget and archive support services via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported anytime during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at

<https://doncmra.nmci.navy.mil>.

7.0 TRAVEL: Travel is anticipated for the execution of this contract. Funding is not provided for local travel. Local travel is defined as travel within 40 miles of Joint Expeditionary Base Little Creek. Travel will include One (1) Mobile Training Team at the following locations: California for seven (7) days inclusive of travel days and Camp Lejeune, N.C. or similar East

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Coast trip for seven (7) days. Mobile Training Team is anticipated to occur during the Third and Fourth Quarters FY17 and FY18. Travel will be conducted and invoiced in accordance with the contractors internal processes as the Joint Travel Regulations used by the military do not apply to contractors. The Government provided amount for all travel will be a maximum of [REDACTED] for the contract period. Unanticipated trips that increase the cost beyond the initial funding level may be funded on a case by case basis. The contractor would be under no obligation to accompany the team on an additional trip, if that trip exceeded the capabilities of the Contractor to support. The Government shall approve all travel.

TECHNICAL POC

[REDACTED]

[REDACTED]

[REDACTED]

LIST OF ATTACHMENTS

DD254

NAVMC 1553.1

Intermediate Amphibious Operations Course Abbreviated Program of Instruction

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SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

Not Applicable

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

8000	9/17/2015 - 9/16/2016
8001	9/17/2016 - 9/16/2017
8002	9/17/2017 - 9/16/2018
8003	9/17/2016 - 9/16/2017
8004	9/17/2017 - 9/16/2018

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

8001 9/17/2015 - 9/16/2016

The periods of performance for the following Option Items are as follows:

8002 9/17/2016 - 9/16/2017

8003 9/17/2017 - 9/16/2018

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SECTION G CONTRACT ADMINISTRATION DATA

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

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

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

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

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

2-IN-1

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

NOT APPLICABLE

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(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	N68732
Issue By DoDAAC	N00189
Admin DoDAAC	N00189
Inspect By DoDAAC	
Ship To Code	N63021
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	N63021
Service Acceptor (DoDAAC)	N63021
Accept at Other DoDAAC	
LPO DoDAAC	N63021
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(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 e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

TO BE FILLED IN AT AWARD

(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.

NOT APPLICABLE

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

(End of clause)

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In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications, or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:

- a. All pre-award duties such as solicitation, negotiation and award of contracts.
- b. Any information or questions during the pre-award stage of the procurement.
- c. Freedom of Information inquiries.
- d. Changes in contract terms and/or conditions.
- e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Task Order Manager (TOM) or someone else herein.

3. The paying office is responsible for making payment of proper invoices after acceptance is documented.

4. The Task Order Manager (TOM) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The TOM duties are as follows:

a. Technical Interface

(1) The TOM is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The TOM is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The TOM is prohibited from issuing any instruction which would constitute a contractual change. The TOM shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The TOM shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the TOM should exercise extreme care to ensure that he/she does not cross the line of personal services. The TOM must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the TOM's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The TOM shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the TOM is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

(3) The TOM will take timely action to alert the PCO to any potential performance

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problems. If performance schedule slippage is detected, the TOM should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the TOM is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARS covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The TOM is responsible for quality assurance of services performed and acceptance of the services or deliverables. The TOM shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the TOM must take into consideration all documentary information available and any information developed from personal observations.

(2) The TOM must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The TOM must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

(3) The TOM will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) The TOM shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The TOM shall ensure that the invoice is clearly marked as a "Final Invoice."

d. Contract Modifications. The TOM is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

e. Administrative Duties

(1) The TOM shall take appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The TOM shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The TOM must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the TOM will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The TOM will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The TOM is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The TOM is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

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i. Written Report/Contract Completion Statement.

(1) The TOM is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractor's performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The TOM is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

5. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the TOM. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

- a. Identify contractor deficiencies to the TOM.
- b. Review contract deliverables, recommend acceptance/rejection, and provide the TOM with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the TOM.
- d. Identify contract noncompliance with reporting requirements to the TOM.
- e. Review contractor status and progress reports, identify deficiencies to the TOM, and provide the TOM with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- f. Review invoices and provide the TOM with recommendations to facilitate TOM certification of the invoice.
- g. Provide the TOM with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.
- h. Provide detailed written reports of any trip, meeting, or conversation to the TOM subsequent to any interface between the TA and contractor.

PROSPECTIVE CONTRACTOR RESPONSIBILITY

In accordance with Federal Acquisition Regulation (FAR) Part 9.1, the Contracting Officer shall award contracts only to responsible offerors. No purchase or award shall be made unless the contracting officer makes an affirmative determination of responsibility.

To be determined responsible, a prospective contractor must have adequate financial resources to perform the contract, or the ability to obtain them. The contracting officer shall require acceptable evidence of the prospective contractor's current sound financial status, as well as the ability to obtain required resources if the need arises. In regard to resources, the contractor must be prepared to present acceptable evidence of subcontracts, commitments or explicit arrangement that will be in existence at the time of contract award, to rent, purchase, or otherwise acquire the needed facilities, equipment, services, materials, other resources, or personnel. Consideration of a prime contractor's compliance with limitations on subcontracting shall be taken into account for the time period covered by the contract base period or quantities, plus option periods or quantities, if such options are considered when evaluating offers for award.

Pursuant to FAR 9.104-4, the Contracting Officer reserves the right to request adequate evidence of responsibility on the part of any prospective subcontractor(s).

In the absence of information clearly indicating that the prospective contractor is responsible, the contracting

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officer shall make a determination of non-responsibility.

As a minimum requirement, all offerors must submit, as part of the original proposal, the following:

- (1) Company's Financial Statement which includes Balance Sheet and Income Statement; and
- (2) Point of Contact from their Bank or any financial institution with which they transact business.

(End of provision)

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

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██████████

(End of Clause)

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
FOR
Intermediate Amphibious Operations Support Contract EWTGLANT

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract and in subsequent task orders issued there under. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received.

2. AUTHORITY

Authority for issuance of this QASP is provided under Contract Section E – Inspection and Acceptance, which provides for inspections and acceptance of the articles, services, and documentation called for in task orders to be accomplished by the Contracting Officer or his duly authorized representative.

3. SCOPE

The Quality Assurance Surveillance Plan (QASP) is put in place to provide Government surveillance oversight of

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the Contractor's quality control efforts to assure that they are timely, effective and are delivering the results specified in the contract or task order. The QASP is not intended to duplicate the Contractor's Management Plan.

4. GOVERNMENT RESOURCES

The following definitions for Government resources are applicable to this plan:

Contracting Officer - A person duly appointed with the authority to enter into, administer, or terminate contracts and make related determinations and findings on behalf of the Government.

Task Order Manager (TOM) - An individual designated in writing by the Contracting Officer to act as his authorized representative to assist in administering a contract. The source and authority for a TOM is the Contracting Officer. TOM limitations are contained in the written letter of appointment.

5. RESPONSIBILITIES

The Government resources shall have responsibilities for the implementation of this QASP as follows:

Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

Task Order Manager (TOM) - The TOM is responsible for technical administration of the project and assures proper Government surveillance of the Contractor's performance. The TOM is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

6. METHODS OF QA SURVEILLANCE

The below listed methods of surveillance shall be used in the administration of this QASP.

Customer Feedback – Customer feedback may be obtained from random customer complaints. Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed and must be forwarded to the TOM. The TOM shall maintain a summary log of all formally received customer complaints as well as a copy of each complaint in a documentation file.

Periodic Inspection – The TOM will conduct periodic inspections. For the potential tasks identified in the Performance Work Statement, the TOM typically performs the periodic inspection on a monthly basis.

Random Monitoring - The TOM will conduct random monitoring. For the potential tasks identified in the Performance Work Statement, the random monitoring shall be performed by the TOM.

7. IDENTIFIED QA SURVEILLANCE ITEMS

The following PBSC items are identified within the CDRLS listed in Section J of the solicitation as Attachments and are to be monitored under this QASP.

CDRL – Exhibit A, Data Item A001, EWTGLANT Instructor Evaluation Form Technique

Measurement/Metric – Technique – Not more than 3 needs improvement evaluations on initial evaluation. None on first remediation evaluation

Performance Standard – Not more than 3 needs improvement evaluations on initial evaluation. None on subsequent remediation evaluation.

Maximum Error Rate – Instructor corrects any identified discrepancies from the initial evaluation and performs to standard on subsequent evaluation.

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CDRL – Exhibit B, Data Item A002, EWTGLANT Instructor Evaluation Form

Measurement/Metric – Technical accuracy of subject matter as evaluated by course manager, department head or qualified instructor/evaluator

Performance Standard – Technical – Not more than 3 needs improvement evaluations on initial evaluation. None on subsequent remediation evaluation .

Maximum Error Rate – Instructor performs to standard following one remediation period per class evaluated

CDRL – Exhibit C, Data Item A003, EWTGLANT Student Instructor Rating Form

Measurement/Metric – Instructor Rating Form Items 1, 6, 7, 8, and 11

Performance Standard – Not more than 3 forms per course with ratings of 2 or lower in Items 1, 6, 7, 8 and 11

Maximum Error Rate – Instructor performs to standard achieving a rating of 3 or greater in student evaluations on items 1, 6, 7, 8, and 11

CDRL – Exhibit D, Data Item A003, EWTGLANT End of Course Critique Form

Measurement/Metric – Instruction service provided is mentioned in negative/derogatory manner in items 1, 2, 3, and 5

Performance Standard – Instructor is either not mentioned in the student comments or is commented on positively in items 1, 2, 3, and 5.

Maximum Error Rate – Not more than 5% forms per course mentioning the instructor in a negative/derogatory manner in items 1,2,3, and 5

CDRL – Exhibit E, Data Item A004, Systems Approach to Training Users Guide

Measurement/Metric – Errors in design, documentation, format, and content in instructional materials

Performance Standard – Compliance-Instructional materials are satisfactory when evaluated by Course chief, curriculum developers, academics branch personnel, or DOT personnel.

-Time-Corrections are made to items identified and materials resubmitted to academics NLT 20 days of notification.

Maximum Error Rate – Not more than 2 typographical errors per page, or slide. Not more than 1 substantive error regarding technical accuracy, instructional design or format per product upon the second review by academic, SME, or leadership.

DOCUMENTATION

The TOM will, in addition to providing documentation to the Contracting Officer, maintain a complete Quality Assurance file. All such records will be retained for the life of this contract. Information in the Quality Assurance file will be considered when completing the annual CPARS report.

9. ATTACHMENTS EWTGLANT INSTRUCTOR SUPPORT QASP MATRIX

Deliverable or Service Requirement	Measurement/Metric	Performance Standard	Maximum Error Rate	Method of Surveillance	Procedures to be taken when performance standards are not met
CDRL – Exhibit A, Data Item A001,	Technique of Instruction	Not more than 3 needs improvement evaluations on	Instructor corrects any identified	periodic inspection periodic	FAR 52.246-4 Inspection of Services -

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EWTGLANT Instructor Evaluation Form		initial evaluation. None on first remediation evaluation	discrepancies from the initial evaluation and performs to standard on subsequent evaluation.	inspection	Fixed Price - paragraphs (d) and (e) Ex. re-performance at no additional contract price.
CDRL – Exhibit B, Data Item A002, EWTGLANT Instructor Evaluation Form	Technical Accuracy of Instruction	Not more than 3 needs improvement evaluations on initial evaluation. None on first remediation evaluation	Instructor corrects any identified discrepancies from the initial evaluation and performs to standard on subsequent evaluation.	periodic inspection periodic inspection	FAR 52.246-4 Inspection of Services - Fixed Price - paragraphs (d) and (e) Ex. re-performance at no additional contract price.
CDRL – Exhibit C, Data Item A003, EWTGLANT Student Instructor Rating Form	Instructor Rating Form Items 1, 6, 7, 8, and 11	Not more than 3 forms per course with ratings of 2 or lower in Items 1, 6, 7, 8 and 11	Instruction performed to standard achieving a rating of 3 or greater in student evaluations on items 1, 6, 7, 8, and 11	random inspection and customer feedback	FAR 52.246-4 Inspection of Services - Fixed Price - paragraphs (d) and (e) Ex. re-performance at no additional contract price.
Exhibit D, Data Item A004, EWTGLANT End of Course Critique Form	End of Course Critique	Instruction service provided is mentioned in negative/derogatory manner in items 1, 2, 3, and 5	Instruction performed to standard achieving a rating of 3 or greater in student evaluations on items 1, 2, 3, and 5	random inspection and customer feedback	FAR 52.246-4 Inspection of Services - Fixed Price - paragraphs (d) and (e) Ex. re-performance at no additional contract price.
CDRL – Exhibit E, Data Item A005, Systems Approach to Training Users Guide	Errors in design, documentation, format, and content in instructional materials	Compliance- Instructional materials are satisfactory when evaluated by Course chief, curriculum developers, academics branch personnel, or DOT personnel. -Time- Corrections are made to items identified and materials resubmitted to academics NLT 20 days of notification.	Not more than 2 typographical errors per page, or slide. Not more than 1 substantive error regarding technical accuracy, instructional design or form at per product upon the second review by academic,	random inspection and customer feedback	FAR 52.246-4 Inspection of Services - Fixed Price - paragraphs (d) and (e) Ex. re-performance at no additional contract price.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information

(July 2013)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

APPLICABILITY

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command’s Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual’s performance under the contract.

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity’s Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee’s duties, such employees shall in-process with the Navy Command’s Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual’s performance under the contract.

Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the “supervisor”.

The SAAR-N shall be forwarded to the Navy Command’s Security Manager at least 30 days prior to the individual’s start date. Failure to provide the required documentation at least 30 days prior to the individual’s start date may result in delaying the individual’s start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor’s Security Representative shall contact the Command Security Manager for guidance

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when reinvestigations are required.

INTERIM ACCESS

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLIC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues

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identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request. (End of clause)

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.212-1	Instructions to Offerors--Commercial Items	APR 2014
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.239-1	Privacy or Security Safeguards	AUG 1996
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 2015)

(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 41 U.S.C. CHAPTER 71, CONTRACT DISPUTES", 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.

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(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 —SYSTEM FOR AWARD MANAGEMENT, OR 52.232-34, PAYMENT BY ELECTRONIC

FUNDS TRANSFER--OTHER THAN SYSTEM FOR AWARD MANAGEMENT), 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.

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(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 41 U.S.C.

7109, 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--

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(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

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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. CHAPTER 37, CONTRACT WORK HOURS AND SAFETY STANDARDS; 41 U.S.C.

CHAPTER 87, KICKBACKS; 41 U.S.C. 4712 AND 10 U.S.C. 2409 RELATING TO WHISTLEBLOWER PROTECTIONS; 49 U.S.C. 40118, FLY AMERICAN; AND 41 U.S.C. CHAPTER 21 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, COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS, AND UNAUTHORIZED OBLIGATIONS 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) SYSTEM FOR AWARD MANAGEMENT (SAM). (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 SAM DATABASE, AND FOR ANY LIABILITY RESULTING FROM THE GOVERNMENT'S RELIANCE ON INACCURATE OR INCOMPLETE DATA. TO REMAIN REGISTERED IN THE SAM DATABASE AFTER THE INITIAL REGISTRATION, THE CONTRACTOR IS REQUIRED TO REVIEW AND UPDATE ON AN ANNUAL BASIS FROM THE DATE OF INITIAL REGISTRATION OR

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SUBSEQUENT UPDATES ITS INFORMATION IN THE SAM DATABASE TO ENSURE IT IS CURRENT, ACCURATE AND COMPLETE. UPDATING INFORMATION IN THE SAM 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 SAM 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 SAM 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 SAM 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 SAM DATABASE. INFORMATION PROVIDED TO THE CONTRACTOR'S SAM 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 SAM ACCESSED THROUGH <HTTPS://WWW.ACQUISITION.GOV>.

(U) UNAUTHORIZED OBLIGATIONS.

(1) EXCEPT AS STATED IN PARAGRAPH (U)(2) OF THIS CLAUSE, WHEN ANY SUPPLY OR SERVICE ACQUIRED UNDER THIS CONTRACT IS SUBJECT TO ANY END USER LICENSE AGREEMENT (EULA), TERMS OF SERVICE (TOS), OR SIMILAR LEGAL INSTRUMENT OR AGREEMENT, THAT INCLUDES ANY CLAUSE REQUIRING THE GOVERNMENT TO INDEMNIFY THE

CONTRACTOR OR ANY PERSON OR ENTITY FOR DAMAGES, COSTS, FEES, OR ANY OTHER LOSS OR LIABILITY THAT WOULD CREATE AN ANTI-DEFICIENCY ACT VIOLATION (31 U.S.C. 1341), THE FOLLOWING SHALL GOVERN:

(I) ANY SUCH CLAUSE IS UNENFORCEABLE AGAINST THE GOVERNMENT.

(II) NEITHER THE GOVERNMENT NOR ANY GOVERNMENT AUTHORIZED END USER SHALL BE DEEMED TO HAVE AGREED TO SUCH CLAUSE BY VIRTUE OF IT APPEARING IN THE EULA, TOS, OR SIMILAR LEGAL INSTRUMENT OR AGREEMENT. IF THE EULA, TOS, OR SIMILAR LEGAL INSTRUMENT OR AGREEMENT IS INVOKED THROUGH AN "I AGREE" CLICK BOX OR OTHER COMPARABLE MECHANISM (E.G., "CLICK-WRAP" OR "BROWSE-WRAP" AGREEMENTS), EXECUTION DOES NOT BIND THE GOVERNMENT OR ANY

GOVERNMENT AUTHORIZED END USER TO SUCH CLAUSE.

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(III) ANY SUCH CLAUSE IS DEEMED TO BE STRICKEN FROM THE EULA, TOS, OR SIMILAR LEGAL INSTRUMENT OR AGREEMENT.

(2) PARAGRAPH (U)(1) OF THIS CLAUSE DOES NOT APPLY TO INDEMNIFICATION BY THE GOVERNMENT THAT IS EXPRESSLY AUTHORIZED BY STATUTE AND SPECIFICALLY AUTHORIZED UNDER APPLICABLE AGENCY REGULATIONS AND PROCEDURES.

(V) INCORPORATION BY REFERENCE. THE CONTRACTOR'S REPRESENTATIONS AND CERTIFICATIONS, INCLUDING THOSE COMPLETED ELECTRONICALLY VIA THE SYSTEM FOR AWARD MANAGEMENT (SAM), ARE INCORPORATED BY REFERENCE INTO THE CONTRACT.

(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 ONE (1) DAY; PROVIDED THAT THE GOVERNMENT GIVES THE CONTRACTOR A PRELIMINARY WRITTEN NOTICE OF ITS INTENT TO EXTEND AT LEAST ONE (1) DAY 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 .

(END OF CLAUSE)

SECTION CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014

CLAUSES INCORPORATED BY FULL TEXT

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(A) DEFINITION. COVERED DOD OFFICIAL IS DEFINED IN THE CLAUSE AT 252.203-7000, REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS.

(B) BY SUBMISSION OF THIS OFFER, THE OFFEROR REPRESENTS, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT ALL COVERED DOD OFFICIALS EMPLOYED BY OR OTHERWISE RECEIVING COMPENSATION FROM THE OFFEROR, AND WHO ARE EXPECTED TO UNDERTAKE ACTIVITIES ON BEHALF OF THE OFFEROR FOR ANY RESULTING CONTRACT, ARE PRESENTLY IN COMPLIANCE WITH ALL POST-EMPLOYMENT RESTRICTIONS COVERED BY 18 U.S.C. 207, 41 U.S.C. 2101-2107, AND 5 CFR PARTS 2637 AND 2641, INCLUDING FEDERAL

ACQUISITION REGULATION 3.104-2.

(END OF PROVISION)

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252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-00010)(FEB 2015)

(A) THE CONTRACTOR SHALL NOT REQUIRE EMPLOYEES OR SUBCONTRACTORS SEEKING TO REPORT FRAUD, WASTE, OR ABUSE TO SIGN OR COMPLY WITH INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS PROHIBITING OR OTHERWISE RESTRICTING SUCH EMPLOYEES OR CONTACTORS FROM LAWFULLY REPORTING SUCH WASTE, FRAUD, OR ABUSE TO A DESIGNATED INVESTIGATIVE OR LAW ENFORCEMENT REPRESENTATIVE OF A FEDERAL DEPARTMENT OR AGENCY AUTHORIZED TO RECEIVE SUCH INFORMATION.

(B) THE CONTRACTOR SHALL NOTIFY EMPLOYEES THAT THE PROHIBITIONS AND RESTRICTIONS OF ANY INTERNAL CONFIDENTIALITY AGREEMENTS COVERED BY THIS CLAUSE ARE NO LONGER IN EFFECT. (C) THE PROHIBITION IN PARAGRAPH (A) OF THIS CLAUSE DOES NOT CONTRAVENE REQUIREMENTS APPLICABLE TO STANDARD FORM 312, FORM 4414, OR ANY OTHER FORM ISSUED BY A FEDERAL DEPARTMENT OR AGENCY GOVERNING THE NONDISCLOSURE OF CLASSIFIED INFORMATION.

(D)(1) IN ACCORDANCE WITH SECTION 743 OF DIVISION E, TITLE VIII, OF THE CONSOLIDATED AND FURTHER CONTINUING RESOLUTION APPROPRIATIONS ACT, 2015, (PUB. L. 113-235), USE OF FUNDS APPROPRIATED (OR OTHERWISE MADE AVAILABLE) UNDER THAT OR ANY OTHER ACT MAY BE PROHIBITED, IF THE GOVERNMENT DETERMINES THAT THE CONTRACTOR IS NOT IN COMPLIANCE WITH THE PROVISIONS OF THIS CLAUSE.

(2) THE GOVERNMENT MAY SEEK ANY AVAILABLE REMEDIES IN THE EVENT THE CONTRACTOR FAILS TO PERFORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT AS A RESULT OF GOVERNMENT ACTION UNDER THIS CLAUSE.

(END OF CLAUSE)

252.204-7011 ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)

(A) LINE ITEMS ARE THE BASIC STRUCTURAL ELEMENTS IN A SOLICITATION OR CONTRACT THAT PROVIDE FOR THE ORGANIZATION OF CONTRACT REQUIREMENTS TO FACILITATE PRICING, DELIVERY, INSPECTION, ACCEPTANCE AND PAYMENT. LINE ITEMS ARE ORGANIZED INTO CONTRACT LINE ITEMS, SUBLINE ITEMS, AND EXHIBIT LINE ITEMS. SEPARATE LINE ITEMS SHOULD BE ESTABLISHED TO ACCOUNT FOR SEPARATE PRICING, IDENTIFICATION (SEE SECTION 211.274 OF THE DEFENSE FEDERAL

ACQUISITION REGULATION SUPPLEMENT), DELIVERIES, OR FUNDING. THE GOVERNMENT RECOGNIZES THAT THE LINE ITEM STRUCTURE IN THIS SOLICITATION MAY NOT CONFORM TO EVERY OFFEROR'S PRACTICES. FAILURE TO CORRECT THESE ISSUES CAN RESULT IN DIFFICULTIES IN ACCOUNTING FOR DELIVERIES AND PROCESSING PAYMENTS. THEREFORE, OFFERORS ARE INVITED TO PROPOSE AN ALTERNATIVE LINE ITEM STRUCTURE FOR ITEMS ON WHICH BIDS, PROPOSALS, OR QUOTES ARE REQUESTED IN THIS SOLICITATION TO

ENSURE THAT THE RESULTING CONTRACT STRUCTURE IS ECONOMICALLY AND ADMINISTRATIVELY ADVANTAGEOUS TO THE GOVERNMENT AND THE CONTRACTOR.

(B) IF AN ALTERNATIVE LINE ITEM STRUCTURE IS PROPOSED, THE STRUCTURE MUST BE CONSISTENT WITH SUBPART 204.71 OF THE DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT AND PGI 204.71. A SAMPLE SOLICITATION LINE-ITEM STRUCTURE AND A CORRESPONDING OFFER OF A PROPOSED ALTERNATIVE LINE-ITEM STRUCTURE FOLLOW.

SOLICITATION:

ITEM NO.	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE
AMOUNT				

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0001..... COMPUTER, DESKTOP WITH 20 EA

 CPU, MONITOR, KEYBOARD

 AND MOUSE.

ALTERNATIVE LINE-ITEM STRUCTURE OFFER WHERE MONITORS ARE SHIPPED SEPARATELY:

ITEM NO.	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE
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AMOUNT

0001.....	COMPUTER, DESKTOP WITH	20	EA
	CPU, KEYBOARD AND MOUSE.			
0002.....	MONITOR.....	20	EA

(END OF PROVISION)

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SECTION J LIST OF ATTACHMENTS

NAVMC 1553.1

Intermediate Amphibious Operations Course Abbreviated Program of Instruction

DD254

Past Performance Information Form

Past Performance Report Form