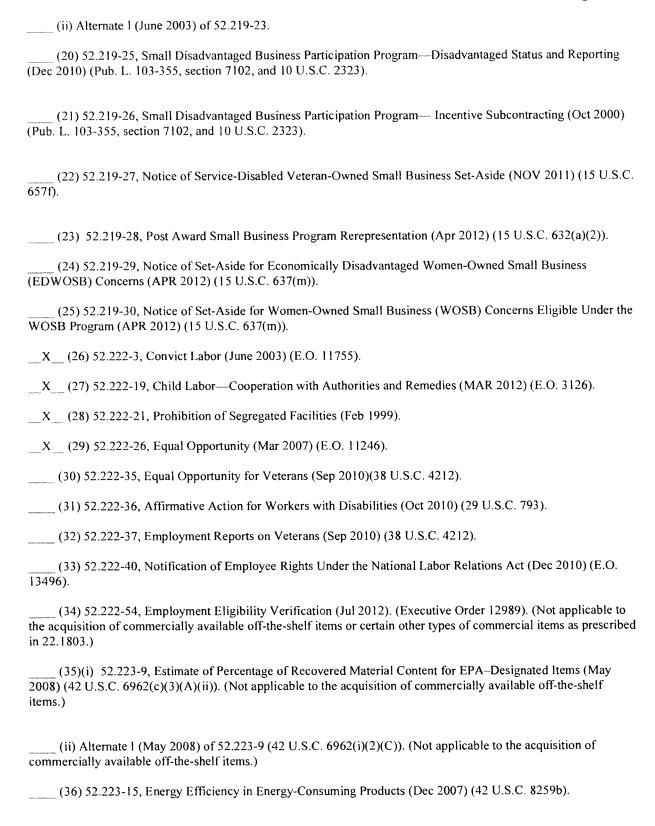
252.211-7003 Alt I	Item Identification and Valuation (Jun 2011) Alternate I	DEC 2011
252.225-7002	Qualifying Country Sources As Subcontractors	JUN 2012
252.232-7006	Wide Area WorkFlow Payment Instructions	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 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 (Aug 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 (Feb 2012) (41 U.S.C. 2313).



- (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)).
- 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.

(d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and

- (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 I (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)

/*** *			
(End	of a	าเล	1196
1 22110	0,	~	430

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2012)

EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2012)
(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.
52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).
(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
(1) X 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).
(2)252.203-7003, Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).
(3)252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416)
(4) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (JUN 2012) (15 U.S.C. 637).
(5) 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).
(6)(i) X 252.225-7001, Buy American and Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83, E.O. 10582).
(ii) Alternate I (OCT 2011) of 252.225-7001.
(7) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
(8) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).
(9) 252.225-7012, Preference for Certain Domestic Commodities (JUN 2012) (10 U.S.C. 2533a).
(10) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
(11) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
12) 252.225-7017, Photovoltaic Devices (JUN 2012) (Section 846 of Pub. L. 111-383).
13)(i) 252.225-7021, Trade Agreements (JUN 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
(ii) Alternate I (OCT 2011) of 252.225-7021.

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

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

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

  (iv) \_\_ X\_\_ Alternate III (MAY 2002) of 252.247-7023.

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

  (31) \_\_\_\_ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).
- c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
- (1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- 2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).
- (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).
- (5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

## USMC WIDE AREA WORKFLOW IMPLEMENTATION (NOV 12)

To implement <u>DFARS 252.232-7003</u>, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)", the United States Marine Corps (USMC) utilizes Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track Invoices and Receipt/Acceptance documents electronically.

The contractor is required to utilize this system when processing invoices and receiving reports under this contract/order, unless the provision at <u>DFARS 252.232-7003(c)</u> applies. The contractor shall (i) ensure an

Electronic Business Point of Contact is designated in System for Award (SAM) at <a href="https://www.sam.gov">https://www.sam.gov</a> and (ii) register to use WAWF-RA at the <a href="https://wawf.eb.mil">https://wawf.eb.mil</a> site, within ten (10) calendar days after award of this contract or modification. Step by step procedures to register are available at the <a href="https://wawf.eb.mil">https://wawf.eb.mil</a> site.

The USMC/NAVY WAWF-RA point of contact (POC) for this contract is **Armando Zavala or Larry Lewis or Leticia Southall** and can be reached at **252-464-8312 or 252-464-9917** via e-mail to **armando.zavala@dla.mil**; or larry.lewis@dla.mil; or leticia.southall@dla.mil.

The contractor is directed to use the "Combo" format when processing invoices and receiving report.

When entering the invoice into WAWF-RA, the contractor shall fill in the following DoDAAC fields or DoDAAC extensions:

Contract Number	M00146-13-P-C012
Delivery Order	*
Cage Code/Ext	81982
Pay DoDAAC	N60951
Issue Date	See Block 3 of SF 1449
Issue By DoDAAC	M00146
Admin By DoDAAC	M00146
Ship To Code/Ext	N65923
Ship From Code/Ext	N/A
Acceptor DoDAAC	N65923
Acceptor Email Address	armando.zavala@dla.mil; larry.lewis@dla.mil; leticia.southall@dla.mil.
Inspect By DoDAAC/Ext	"Leave Blank" (Instruct the contractor to leave blank unless inspected at Source-then the source inspection DoDAAC should be entered which is normally a DCMA DoDAAC)
LPO DoDAAC	N68836
LPO Email Address	Accepter shall send additional email notifications to the following:  ava.murphy@usmc.mil and jessica.franceschin1@usmc.mil.

NOTE Upon acceptance in WAWF the Acceptor shall designate the LPO named above as an additional email recipient within WAWF.

When preparing invoices the "PrePop" option should always be used when available. If this is an initial invoice, the "PrePop" option will not be available and the contractor must enter the fields found in the table above. When "PrePop" option is used, the contractor shall verify those DoDAACs automatically entered by the WAWF-RA system to ensure they match the above information. If these DoDAACs do not match, then the contractor shall fill in the correct the field(s) and notify the Contracting Officer that a discrepancy exists.

CONTINUATION SHEET	DECEDENCE NO OF B				
	REFERENCE NO. OF DOCUMENT BEING CONTINUED:	PAGE 1	0 OF	12	PAGES
	SPE4A7-13-M-6598			-1- 2.0	LAGEO

- (i) Via the internet at http://fedgov.dnb.com/webform or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The Contractor should be prepared to provide the following information:
- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) Reserved.
- (e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing. (f) The Contractor is responsible 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 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. (g)(1)(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 Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with 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 of the FAR;
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(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. (2) 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 FAR 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.
- (h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through https://www.acquisition.gov or by calling 866-606-8220, or 334-206-7828 for international calls. (End of Clause)
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS
- 252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007) DFARS
- 252.204-7008 EXPORT-CONTROLLED ITEMS (APR 2010) DFARS
- 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR
- 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS \*\*\*\*

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED:	
	SPE4A7-13-M-6598	PAGE 11 OF 12 PAGES
(d) Absent a determination that	has been accepted at the facility at which it is proposed for use, but is not solved by clause, submit documentation of Department of Defense acceptance of an SPI process is not acceptable for this procurement, the Contractor shadederal specifications or standards: ach SPI process)	ot yet listed at the Internet site the SPI process. all use the following SPI
Facility:		
Military or Federal Specification	on or Standard:	
Affected Contract Line Item No	umber, Subline Item Number, Component, or Element:	
***		
52.211-9002 PRIORITY RATIN	IG (NOV 2011) DLAD	
52.215-08 ORDER OF PRECE	DENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR	
	OOPERATION WITH AUTHORITIES AND REMEDIES (MAR 2012) FA	AR
	FFICKING IN PERSONS (FEB 2009) FAR	
	ONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	(AUG 2011) FAR
	CERTAIN FOREIGN PURCHASES (JUN 2008) FAR	(A00 2011) PAR
	ACT AND BALANCE OF PAYMENTS PROGRAM (JUN 2012) DFA	RS
	DUNTRY SOURCES AS SUBCONTRACTORS (JUN 2012) DFARS	
52.232-01 PAYMENTS (APR		
52.232-08 DISCOUNTS FOR P	ROMPT PAYMENT (FEB 2002) FAR	
52.232-11 EXTRAS (APR 198		
52.232-25 PROMPT PAYMENT	(OCT 2008) FAR	
	ERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (A	LIC 2012) (DEVIATION)
This clause implements the tempo	Drary policy provided by OMB Policy Momorandum M 43 49 B	round Days and L. C.
a) Upon receipt of accelerated parameters subcontractors to the management business subcontractor.	ayments from the Government, the contractor is required to make acceler aximum extent practicable after receipt of a proper invoice and all proper	rated payments to small documentation from the
b) Include the substance of this a	clause, including this paragraph (b), in all subcontracts with small busines under this clause does not provide any new rights under the Prompt Payr	ss concerns. ment Act.
	IBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	
252.232-7010 LEVIES ON CON	TRACT PAYMENTS (DEC 2006) DFARS	A PARTY DI ARC
	AYMENTS TO SMALL BUSINESS (JUN 2012) DLAD	
2.233-01 DISPUTES (JUL 200		
2.233-03 PROTEST AFTER AV	VARD (AUG 1996) FAR	

CONTINUED ON NEXT PAGE

52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR

52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010) FAR

52.246-9043 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (NON-MANUFACTURERS) (NOV 2011) DLAD

52.246-9054 WARRANTY ACCEPTANCE OF SUPPLLIES (NOV 2011) DLAD

252.247-7023 TRANSPORATION OF SUPPLIES BY SEA (MAY 2002) DFARS

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002), ALT III (MAY 2000) DFARS

52.249-01 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) FAR

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

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

52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR