

**Section I - Contract Clauses****TERMS AND CONDITIONS**

I. The following terms, conditions, and contract clauses are hereby incorporated into this Blanket Purchase Agreement (BPA) for **TBD** Services, and govern all future purchase calls, if any, made hereunder. The typical NAICS code for this work is **XXXXXX** with a size standard of **\$XX**.

II. **DESCRIPTION OF AGREEMENT/SERVICES** This a Blanket Purchase Agreement (BPA) for supplies and/or services which the Contractor may furnish to the Government if and when requested by the Contracting Officer or his authorized representative, for a period not to exceed (3) years, commencing on date of award. This BPA is for various services **TBD**. The contractor shall furnish all labor, materials, equipment, transportation, supervision, etc) necessary to complete a call when ordered by the contracting officer (or the authorized representative of the contracting officer) under this blanket purchase agreement.

III. **EXTENT OF OBLIGATION** The Government is obligated only to the extent of authorized purchase calls placed under the BPA. The Contracting Officer has the unilateral right to cancel the BPA at any time. The Contractor may also request cancellation of the BPA at any time and may elect not to offer a price for a specific job.

IV. **WORK CLASSIFICATION & MINIMUM WAGES.** All work performed pursuant to this contract is subject to the provisions of the Service Contract Act (SCA). The Contractor may view applicable wage rates at the following web address: <http://www.wdol.gov/>.

V. **PRICING AND BASIS OF AWARD.** The Contractor agrees that prices to the Government shall be as low as or lower than those charged the Contractor's most favored customer under similar terms and conditions. When competition is obtained, the Contracting Officer may base the award determination on price and other factors including past performance, quality, and delivery schedule.

VI. **CALL LIMITATION** The dollar limitation for each individual call placed under this agreement is \$150,000.00.

VII. **INDIVIDUALS AUTHORIZED TO PLACE CALLS:** There are several warranted Contracting Officers from the OICC Contracts Branch authorized to purchase services under this BPA. The Contractor shall contact the Contracts Branch to identify these individuals or see item III of this document.

VIII. **NOTIFICATION CONCERNING UNAUTHORIZED CALLS.** Acceptance of calls from an unauthorized individual shall be at the risk of, and shall be the sole responsibility of, the contractor or supplier. Acceptance of calls from an unauthorized individual may result in non-payment for services as well as cancellation of this agreement.

IX. **INVOICING** See contract clause 5252.232-9301 and 252.232-7003 for complete instructions

- (1) Submit invoices to the Officer in Charge of Construction through Wide Area Work Flow (WAWF).
- (2) Unless specified otherwise, the Contractor shall submit one invoice per completed BPA Call.
- (3) Invoices shall be submitted through WAWF.
- (4) Invoices shall be submitted with NAVFAC Form 7300 as a coversheet.

VIII. **WORKING HOURS**. Unless specified otherwise, the Contractor may work on the Station between the hours of 7:00 AM to 4:30 PM, Monday through Friday, excluding Government holidays. Work outside these hours requires Contracting Officer approval. Provide written request at least 15 calendar days prior to such work to allow arrangements to be made by the Government for inspecting the work in progress.

IX. **SUPERVISION**. The Contractor shall have a competent superintendent with authority to act for the Contractor, satisfactory to the Contracting Officer, on the job site at all times during working hours. The superintendent must be capable of reading, writing, and conversing fluently in the English language.

X. **CONTRACTOR/SUBCONTRACTOR PERSONNEL REQUIREMENTS**. The Contractor shall ensure that all employees and/or representatives of the Contractor and subcontractor(s) are citizens of the United States, or if an alien, that his/her residence within the United States is legal. The Contractor shall provide satisfactory proof of the employee's status when requested by the Contracting Officer.

The Contractor shall furnish a list of contact personnel of the Contractor and subcontractors including addresses and telephone numbers for use in the event of an emergency. As changes occur and additional information becomes available, correct and change the information contained in previous lists.

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon the release of any employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

XI. **BASE SECURITY REQUIREMENTS**

Contractor/subcontractor employees requiring installation access to MCB, Camp Lejeune or MCAS New River, N.C. must obtain a Business Access Identification Badge for that particular installation. Regularly scheduled delivery personnel, to include FEDEX, UPS, pick-up and deliveries, should also follow the Business Access guidelines described below. Personnel requiring Business Access Identification Badges shall submit all documentation listed below. Badges are not required if the contracted position requires the employee to obtain a Common Access Card (CAC) which will be identified separately within the Government contract.

- (1) **Installation Security Access Requirements** Contractor shall accomplish the security requirements below within 10 days after award or prior to performance under the contract.
- (2) **Business Access Identification Badge Requirement** In order to obtain a Business Access Identification Badge for access to MCB, Camp Lejeune, and satellite activities, or MCAS New River, NC, all personnel providing services under this contract shall be required to present the documentation below to the following offices, as applicable:
  - (3) MCB, Camp Lejeune, NC and its satellite activities.  
Report as follows:
    - (a) Identification Card Center, 59 Molly Pitcher Road for badge (910-451-2727).  
  
MCAS New River, NC. Report as follows:
      - (b) S-4 (Facilities Office), Bldg AS-211 (1st Deck) for registration on contractor's list (910-449-6310).
      - (c) b. Pass and Identification Office, Bldg AS-211 (1st Deck) for badge and vehicle decal (910-449-5427/5428).
- (4) **Photo ID** Valid state or federal issued picture identification card. Acceptable documents include state drivers license, DMV issued photo identification, or alien registration card.
- (5) **Proof of Employee Citizenship or Legal Alien Status** Acceptable documents include birth certificate, Social Security Cards, Immigration and Naturalization Service (INS) forms and passports.
- (6) **Proof of Criminal Records Check** Proof of a criminal records check from the county or state where the employee has resided for the previous two years (or length of legal residence for foreign nationals in the U.S. for less than two years). Criminal background records checks must be from a credible source. Many credible sources exist, but some examples include the County Courthouse, Infolink Screening Services, Inc. ([www.infolinkscreening.com](http://www.infolinkscreening.com)), IntegraScan Criminal Records Checks ([www.integrascan.com](http://www.integrascan.com)), Intelius Employee Screening ([www.Intelius.com](http://www.Intelius.com)), and Castle Branch ([www.castlebranch.com](http://www.castlebranch.com)). Subsequent to the initial criminal background records checks, local criminal records checks shall be conducted annually prior to renewal of badges for reevaluation.
- (7) **Letter Provided By Contracting Officer Indicating Contract** Letter provided by Contracting Officer indicating contract, contract period and prime contractor. Proof of employment on a valid Government contract (e.g., a letter on company letterhead from the prime contractor including contract number and term).

- (8) **Denial of Access** Installation access shall be denied if it is determined that an employee:
- (a) Is on the National Terrorist Watch List
  - (b) Is illegally present in the United States.
  - (c) Is subject to an outstanding warrant.
  - (d) Has knowingly submitted an employment questionnaire with false or fraudulent information.
  - (e) Has been issued a debarment order and is currently banned from military installations.
  - (f) Is a Registered Sexual Offender, or has any Felony Conviction within the past two years.
- (9) **Appeal Process** All appeals should be directed to the Base Inspector's Office for any individual that has been denied access to the Base.
- (10) **Display and Disposition of Badges** Contractors/subcontractors shall prominently display their badges on their person at all times. Upon completion/termination of this contract or an individual's employment, the Contractor shall collect and turn in to the Pass & ID Office all badges. If the Contractor fails to obtain the employee's badge, the Pass & ID Office shall be notified within 24 hours. During the contract performance period contractors will immediately report instances of lost or stolen badges to the issuing pass and identification office.
- (11) **Contractor and Subcontractor Vehicle Requirements** Each vehicle to be used in contract performance shall show the Contractor's or subcontractor's name so that it is clearly visible and shall always display a valid state license plate and safety inspection sticker. To obtain a vehicle decal, which will be valid for one year or contract period, whichever is shorter, Contractor or subcontractor vehicle operators shall provide to the Vehicle Registration Office, 60 Molly Pitcher Road for vehicle decal (910-451-1793):
- a. An installation sponsor request forwarded to provost Marshall office.
  - b. A valid form of Federal or state government I.D.
  - c. If driving a motor vehicle, a valid driver's license, vehicle registration and proof of insurance.

Upon completion/termination of this contract or an individual's employment, the Contractor shall collect and turn in to Vehicle Registration all Government vehicle decals. If any are not collected, the Contractor shall notify the Vehicle Registration Office within 24 hours.

XII. **SECURITY CHECKS** Contractor personnel and vehicles shall only be present in locations relevant to contract performance. All Contractor personnel entering the base shall conform to all Government regulations and are subject to such checks as may be deemed necessary to ensure that violations do not occur. Employees shall not be permitted on base when such a check reveals that their presence would be detrimental to the security of the base. Subject to security regulations, the Government will allow access to an area for servicing equipment and/or performing required services. Upon request, the Contractor shall submit to the Contracting Officer questionnaires and other forms as may be required for security purposes.

XIII. **STATION REGULATIONS.** Ensure that Contractor personnel employed on the Station become familiar with and obey Station regulations. Keep within the limits of the work and avenues of ingress and egress as directed. Do not enter restricted areas unless required to do so and until cleared for such entry. Wear hard hats in designated areas. Do not enter any restricted areas unless required to do so and until cleared for such entry. The Contractor's equipment shall be conspicuously marked for identification.

XIV. **SECURITY REQUIREMENTS.** The existing buildings and their contents shall be kept secure at all times. Provide temporary closures as required to maintain security as directed by the Contracting Officer.

XV. **SAFETY REQUIREMENTS.** Comply with COE EM-385-1-1, NFPA 241, the accident prevention plan, the activity hazard analysis and other related submittals and activity fire and safety regulations. Provide dust covers or protective enclosures to protect existing work that remains and Government material located in the work area.

XVI. **UTILITY CUTOVERS AND INTERRUPTIONS.** The Contractor shall notify the Contracting Officer giving reasonable advance notice PRIOR TO any interruption to water, sanitary sewer, storm sewer, telephone service, electric service, air conditioning, heating, fire alarm, compressed air, etc.

XVII. **PRE-PERFORMANCE MEETING.** Prior to commencement of any work the contractor shall first meet with the Contracting Officer's designated representative to discuss and develop a mutual understanding relative to the work.

XVIII. **SITE VISIT.** Due to the nature of the work, it is strongly recommended that prior to estimating and submitting a quote for a BPA call, the Contractor inspect the respective site to verify and acquaint himself with existing conditions. The Contractor will be responsible for conducting all applicable field measurements and counts. The Contractor shall examine the site with respect to the work to be performed, so as to ascertain any factors, which would affect the cost of the work to the extent that such information is reasonably attainable.

XIX. **SAFETY STANDARDS AND DIRECTIVES.** During the performance of all work under this BPA, the Contractor shall strictly adhere to industry safety standards at all times including the use of proper safety equipment and attire. All contractor personnel shall comply with applicable the Safety/Health requirements, and the standards and directives listed below:

- (1) Current Occupational Safety and Health Regulations (OSHA).
- (2) National Safety Council, Accidental Prevention Manual for Industrial Operations.
- (3) Applicable federal, state and local safety operating procedures.
- (4) United States Navy Safety Precautions for Shore Activities.
- (5) MCB Camp Lejeune and/or MCAS safety practices and procedures.

XX. **COMPLETION TIME.** Work to be performed under this agreement shall be completed within the time specified in each individual BPA call.

XXI. **QUALITY ASSURANCE.** All work performed under this agreement is subject to inspection by the Contracting Officer during its execution and upon completion. All work rejected by the Contracting Officer due to nonconformance with the specifications or referenced applicable documents, shall be corrected by the Contractor as directed, at no additional cost to the Government.

XXII. **FINAL ACCEPTANCE.** Final acceptance of all work performed under this agreement shall be made by the Contracting Officer upon completion of all requirements indicated in the specifications and individual BPA call.

XXIII. **FAILURE TO COMPLY.** If the Contractor fails to comply with the specifications herein, it may result in the cancellation of this agreement and/or the work herein.

XXIV. **UNFORESEEN CONDITIONS.** Should unforeseen conditions arise during the commencement of work, the Contractor shall immediately notify the Contracting Officer and await his/her direction. If the Contractor resolves the unforeseen condition without proper notification and direction by the Contracting Officer, he does so at his own risk and relieves the Government of any liability for payment if additional costs are incurred.

**XXV. GENERAL ADMINISTRATIVE REQUIREMENTS**

a. Directives. Applicable Department of Defense (DOD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other directives, instructions, and regulations.

b. Submittals. Each purchase call description of work will specify what submittals, if any, are required for the work.

(1) For each BPA Call, the Contractor will be required to submit a work schedule detailing when and where work will be performed and submit an activity hazard analysis form in accordance with EM385 Section 1.

(2) The Contractor shall submit certificates of compliance, manufacturer's descriptive data, and product samples for those items specified in the technical specifications or upon request by the Government. Such submittals shall be made to the Contracting Officer within 15 calendar days after award of the contract.

(3) Certificates of compliance shall be obtained from material manufacturers attesting that materials meet the requirements specified in technical specifications.

(4) Manufacturer's descriptive data shall include the name of the manufacturer, model number or other identifying information, catalog cut, and other identifying data and information describing the performance, capacity, rating, and application/installation instructions which clearly illustrate that the proposed item meets the applicable standards specified in technical specifications.

(5) Product samples shall include a sufficient quantity of material to allow for complete analysis and evaluation by the Government.

c. Station Regulations

(1) The Contractor and his employees shall become acquainted with and obey all Government regulations as posted, or as requested by the Contracting Officer.

(2) The Contractor shall participate actively in the activity energy conservation program. The Contractor shall comply with the base energy conservation program. Use of high energy consuming tools or equipment shall be approved by the Contracting Officer.

(3) Alcoholic beverages are NOT permitted at the work site.

d. Fire Protection. The Contractor and his employees shall know where fire alarms are located and how to turn them on. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials. Contractor employees operating critical equipment shall be trained to properly respond during a fire alarm or fire.

e. Environmental Protection. The Contractor shall comply with all applicable federal, state, and local laws, and with the regulations and standards listed in the technical specification. All environmental protection matters shall be coordinated with the Contracting Officer. Inspection of any of the facilities operated by the Contractor may be accomplished by the Environmental Division personnel, or authorized officials on a no-notice basis during normal working hours. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by Contractor negligence, the Contractor shall reimburse the Government for the amount of that fine and other costs. The Contractor shall also clean up any oil spills that result from the Contractor's operations. The Contractor shall comply with the instructions of the Navy Industrial Hygienist with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The contractor shall provide a list of all Hazardous Materials to be used on the Station and a MSDS shall be provided for each material listed.

f. Disposal. Debris, rubbish, hazardous waste and non-usable material resulting from the work under this contract shall be disposed of by the Contractor at his expense off Government property. All recyclable materials (aluminum and metal cans, glass bottles and jars, plastic bottles, newspapers, cardboard, high grade paper, mixed paper, scrap metal, scrap lumber, pavement debris, and vegetation wastes shall be segregated, removed from the station, and disposed of in accordance with North Carolina State recycling and solid waste management regulations. Hazardous wastes must be disposed of in accordance with the Resource Conservation and Recovery Act and it's associated state and local regulations.

g. Safety Requirements and Reports. During the performance of work under this contract, the Contractor shall strictly adhere to Environmental Protection Agency Regulations (EPA), Federal Occupational Safety and Health Regulations (OSHA), U.S. Army Corps of Engineers Safety and Health Handbook (EM-385), as well as all applicable state and local requirements.

(1) Prior to commencing work, the Contractor shall meet in conference with the Contracting Officer to discuss and develop mutual understandings relative to administration of the Safety Program.

(2) The Contractor's workspace may be inspected periodically for OSHA and Navy violations. Abatement of violations will be the responsibility of the Contractor and/or the Government as determined by the Contracting Officer. The Contractor shall provide assistance to the Safety Office escort and the federal or state OSHA inspector if a complaint is filed. Any fines levied on the Contractor by federal or state OSHA offices due to safety/health violations shall be paid promptly.

(3) The Contractor shall report to the Contracting Officer in the manner and on the forms prescribed in the technical specification's exposure data and all accidents resulting in death, trauma, or occupational disease. All accidents must be reported to the Contracting Officer within 24 hours of their occurrence.

(4) The Contractor shall submit to the Contracting Officer a full report of damage to Government property and/or equipment by contractor employees. All damage reports shall be submitted to the Contracting Officer within 24 hours of the occurrence.

h. Permits. The Contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required for the prosecution of the work. The Contractor shall comply with all applicable federal, state, and local laws. Evidence of such permits and licenses shall be provided to the Contracting Officer before work commences.

## **INSURANCE**

a. The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance coverage.

1. Comprehensive General Liability: \$500,000 per occurrence.
2. Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage.
3. Workmen's Compensation: As required by Federal and State of North Carolina workers compensation and occupational disease statutes.
4. Employer's Liability Coverage: \$100,000 except in states where worker's compensation may not be written by private carriers.
5. Other as required by North Carolina State law.

b. Prior to commencement of work, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by laws of the state in which this contract is to be performed, and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

c. The Contractor agrees to insert the substance of this clause, including this paragraph (c), in all subcontracts hereunder.

**Cancellation Language. The cancellation language must state, "in the event of cancellation or any material change in policies adversely affecting the interest of the Government in such insurance, the cancellation or change shall not be effective until 30 days after written notice thereto the contracting Officer." Wording such as "will endeavor to mail notice" or "failure to mail such notice shall impose no obligation or liability" does not comply with the contract requirements and therefore are not acceptable.**

Umbrella Form. Excess liability under the umbrella form must detail the coverage explicitly. Since the umbrella is excess liability coverage, the contracting officer must know what the excess coverage consists of. The contractor should provide a breakdown of the umbrella policy. The contractor shall contact the insurance company and request they provide the information on the breakdown.

Auto liability. If a combined single limit (CSL) is provided in lieu of the required breakdown (\$200,000 per person, \$500,000 per occurrence or \$20,000 for occurrence for property damage), be sure the CSL amount is sufficient. For example, a CSL of \$500,000 is insufficient since one accident involving three persons and property damage would require \$520,000. However, if you have an umbrella policy which includes excess automobile coverage, the insurance would be sufficient.

**CLAUSES INCORPORATED BY REFERENCE**

52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.229-3	Federal, State And Local Taxes	APR 2003
52.233-3	Protest After Award	AUG 1996
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7013	Duty-Free Entry	OCT 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

**CLAUSES INCORPORATED BY FULL TEXT**

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2007)

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

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

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

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

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

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

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
  - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
  - (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
  - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
  - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to

have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

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

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

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

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

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

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

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008)

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

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

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

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) [Removed].

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

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

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

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

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9

(iii) Alternate II (OCT 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

\_\_\_ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).

(16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

(18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

(19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

\_\_\_ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

\_\_\_ (ii) Alternate I (AUG 2007) of 52.222-50.

\_\_\_ (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

\_\_\_ (26) FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .

\_\_\_ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

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

\_X\_ (28) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_X\_ (29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

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

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

\_X\_ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (31) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_X\_ (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_X\_ (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_X\_ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

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

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

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

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

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

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

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

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

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

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

(End of clause)

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)**

(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.

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

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

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

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

(3) \_\_\_ 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).

(4) X 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) \_\_\_ 252.225-7012, Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).

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

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

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

(9) \_\_\_ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

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

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

(12)(i) X 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

### INVOICING PROCEDURES ELECTRONIC (NOV 2009)

(a) In accordance with DFARS Clause 252.232-7003 titled "Electronic Submission of Payment Requests", this contract/order requires use of the DoD Wide Area Workflow (WAWF) system for the submission of invoices. This web-based system, located at <https://wawf.eb.mil>, provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business Point of Contact (EBPOC), and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) Within ten (10) days after award, the designated CCR EBPOC is responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988 for the DISA WAWF Helpdesk or emailing [cscassig@csd.disa.mil](mailto:cscassig@csd.disa.mil). Once the company's CAGE code is activated, the CCR EBPOC must self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document type, DODAAC codes with corresponding extensions, and inspection and acceptance locations when submitting invoices in WAWF:

Initial Document Creation requires the following:	
Contract Number	
Delivery Order Number	See Individual Call
Cage Code/Ext	
Pay DoDAAC	N68732
Document Type	Navy Construction / Facilities Management Invoice
On the WAWF "Header Tab" the following is required:	
Issue Date	See Individual Call
Issue By DoDAAC	N40085
Admin By DoDAAC	N40085
Inspect By DoDAAC/Ext	N44249
Ship To Code/Ext or Service Acceptor or Accept By DoDAAC/Ext	N44249
Ship From Code/Ext	"LEAVE BLANK"
LPO DoDAAC/Ext	N44249
Once Submitted, select "Send More Email Notifications"	
Inspector Email Address	Not Applicable
Accountable Official Email Address	Not Applicable
Operations Assistant (OA) Email Address	Not Applicable

Activity Fund Administrator email Address	Not Applicable
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The NAVFAC WAWF point of contact for this contract is Debbie Lewallen or Alice Covington and can be reached at [debbie.lewallen@navy.mil](mailto:debbie.lewallen@navy.mil) or [alice.covington@navy.mil](mailto:alice.covington@navy.mil) or (910) 451-2582.

Note: Supporting documentation must be attached. File names cannot contain spaces or special characters, except underscore "\_" which is an acceptable character. There is NO maximum to the number of files that can be attached to an invoice, however EACH file is limited to a maximum file size UNDER 2 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to "Send More Email Notifications." Select "Send More Email Notification" and add additional email addresses noted above in the first email address blocks. This additional notification to the Government is important to ensure that the specific acceptor/receiver is aware the invoice documents have been submitted into WAWF.

(f) If you have any questions regarding WAWF, please contact the WAWF helpdesk at 877-251-WAWF (9293), [ccl-ec-navy-wawf-helpdesk@dfas.mil](mailto:ccl-ec-navy-wawf-helpdesk@dfas.mil) or the NAVFAC WAWF point of contact identified above in section (d).

(End of clause)

### PAST PERFORMANCE QUESTIONNAIRE COVER SHEET

- 1. CONTRACTOR: \_\_\_\_\_
  
- 2. PROJECT DESCRIPTION: \_\_\_\_\_
  
- 3. CONTRACT/TASK ORDER AMOUNT: \_\_\_\_\_
  
- 4. PERFORMANCE PERIOD: \_\_\_\_\_
  
- 5. EVALUATOR'S CONTACT INFO:
  - a. NAME & TITLE: \_\_\_\_\_
  - b. PHONE NUMBER: \_\_\_\_\_
  - c. FAX NUMBER: \_\_\_\_\_
  - d. EMAIL ADDRESS: \_\_\_\_\_

*ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT  
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE*

**E (EXCELLENT)** – Performance meets contractual requirements and exceeds the Government's expectations. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. (HIGH CONFIDENCE)

**G (GOOD)** – Performance meets contractual requirements and exceeds some requirements to the Government's benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. (SIGNIFICANT CONFIDENCE)

**S (SATISFACTORY)** – Performance meets contractual requirements. The contractual performance of the element contains some minor problems for which corrective action taken by the contractor appear or were satisfactory. (CONFIDENCE)

**M (MARGINAL)** –Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. (LITTLE CONFIDENCE)

**P (POOR)** – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. (NO CONFIDENCE)

**N (NEUTRAL)** – No relevant past performance record is identifiable upon which to base a meaningful performance risk prediction. A search was unable to identify any relevant past performance information for the contractor or their key personnel. (This is neither a negative nor positive assessment.)

**CONTRACTOR:** \_\_\_\_\_

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.						
1. Was this a competitive Contract?	YES		NO			
2. Role of contractor.	Prime			Sub		
3. Ability to meet contract requirements or performance.	E	G	S	M	P	N
4. Compliance with contractual terms and conditions.	E	G	S	M	P	N
5. Effectiveness of quality control program.	E	G	S	M	P	N
6. Ability to manage contact.	E	G	S	M	P	N
7. Effectiveness of on-site management, including management of subcontractors.	E	G	S	M	P	N
8. Contractor was reasonable and cooperative in dealing with your staff.	E	G	S	M	P	N
9. Timeliness of problem resolution without extensive customer guidance.	E	G	S	M	P	N
10. Effectiveness of material management.	E	G	S	M	P	N
11. Contractor safety record.	E	G	S	M	P	N
12. Responsiveness regarding safety issues.	E	G	S	M	P	N
13. Ability to hire and retain a qualified workforce to this effort.	E	G	S	M	P	N
14. Have there been any indications that the contractor has had any financial problem?	E	G	S	M	P	N
15. In summary, provide an overall rating for the work performed by this contractor.	E	G	S	M	P	N

COMMENTS: Objective Comments/ concerns relating to this Offeror.

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