

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 36				
2. CONTRACT NO. N00033-12-D-8021		3. AWARD/EFFECTIVE DATE 01-Oct-2011		4. ORDER NUMBER		5. SOLICITATION NUMBER N00033-11-T-8021		6. SOLICITATION ISSUE DATE 08-Jul-2011		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LISA BOUCHELLE			b. TELEPHONE NUMBER (No Collect Calls) 202.685.5956		8. OFFER DUE DATE/LOCAL TIME 02:00 PM 01 Aug 2011			
9. ISSUED BY MILITARY SEALIFT COMMAND, N1023 914 CHARLES MORRIS CT SE WASHINGTON NAVY YARD DC 20398-5540 TEL: FAX:			CODE N00033		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$7.0M NAICS: 621910			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE			CODE		16. ADMINISTERED BY SEE ITEM 9			CODE		
17a. CONTRACTOR/OFFEROR ON CALL INTERNATIONAL LLC GOV SALES (DBA): ON CALL INTERNATIONAL 1 DELAWARE DR SALEM NH 03079-4034 TEL. 603-328-1970			CODE 4NDY2		18a. PAYMENT WILL BE MADE BY MILITARY SEALIFT COMMAND MSC N-83 914 CHARLES MORRIS CT SE WASHINGTON DC 20398			CODE N00033		
FACILITY CODE			CODE		18b. SUBMIT INVOICES TO A ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
SEE SCHEDULE										
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$220,000.00				
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Stefani Nick</i>			31c. DATE SIGNED 26-Sep-2011			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Stefani Nick / Contracting Officer TEL: (b) (6) EMAIL: (b) (6)					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

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

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Evacuation Fee Base Period FFP	(b) (4)	Each	\$(b) (4)	\$(b) (4)
	Firm-Fixed-Price Evacuation Fee for the Base Period is \$(b) (4) per evacuation. The Government agrees to order a minimum of \$5,000.00 of supplies or services under this Contract (Base Period and all Options) and a maximum of five (5) evacuations per Contract period. FOB: Destination				

NET AMT \$(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Medical Evacuation Base Period FFP	200,000	Lump Sum	\$1.00	\$200,000.00 NTE
	Reimbursable expenses for medical evacuations FOB: Destination				

NET AMT \$200,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Evacuation Fee Option Period One FFP Firm-Fixed-Price Evacuation Fee for the Base Period is \$(b) (4) per evacuation. The Government agrees to order a minimum of \$5,000.00 of supplies or services under this Contract (Base Period and all Options) and a maximum of five (5) evacuations per Contract period. FOB: Destination	(b) (4)	Each	\$(b) (4)	\$(b) (4)
NET AMT					\$(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Medical Evacuation Option Period One FFP Reimbursable expenses for medical evacuations FOB: Destination	200,000	Lump Sum	\$1.00	\$200,000.00 NTE
NET AMT					\$200,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Evacuation Fee Option Period Two FFP Firm-Fixed-Price Evacuation Fee for the Base Period is \$(b) (4) per evacuation. The Government agrees to order a minimum of \$5,000.00 of supplies or services under this Contract (Base Period and all Options) and a maximum of five (5) evacuations per Contract period. FOB: Destination	(b) (4)	Each	\$(b) (4)	\$(b) (4)
NET AMT					\$(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	Medical Evacuation Option Period Two FFP Reimbursable expenses for medical evacuations FOB: Destination	200,000	Lump Sum	\$1.00	\$200,000.00 NTE
NET AMT					\$200,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Evacuation Fee Option Period Three FFP Firm-Fixed-Price Evacuation Fee for the Base Period is \$(b) (4) per evacuation. The Government agrees to order a minimum of \$5,000.00 of supplies or services under this Contract (Base Period and all Options) and a maximum of five (5) evacuations per Contract period. FOB: Destination	(b) (4)	Each	\$(b) (4)	\$(b) (4)
NET AMT					\$(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	Medical Evacuation Option Period Three FFP Reimbursable expenses for medical evacuations FOB: Destination	200,000	Lump Sum	\$1.00	\$200,000.00 NTE
NET AMT					\$200,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	Evacuation Fee Option Period Four FFP Firm-Fixed-Price Evacuation Fee for the Base Period is \$(b) (4) per evacuation. The Government agrees to order a minimum of \$5,000.00 of supplies or services under this Contract (Base Period and all Options) and a maximum of five (5) evacuations per Contract period. FOB: Destination	(b) (4)	Each	\$(b) (4)	\$(b) (4)
NET AMT					\$(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	Medical Evacuation Option Period Four FFP Reimbursable expenses for medical evacuations FOB: Destination	200,000	Lump Sum	\$1.00	\$200,000.00 NTE
NET AMT					\$200,000.00

MINIMUM AND MAXIMUM QUANTITIES

As referred to in Paragraph (b) of the "Indefinite Quantity" clause of this Contract, the Contract minimum and maximum quantities are as follows:

- (a) **MINIMUM:** The Government agrees to order a minimum of \$5,000.00 of supplies or services under this Contract (Base Period and all Options).
- (b) **MAXIMUM:** The maximum quantity that can be ordered during any contract period shall be five (5) evacuations.

PERFORMANCE WORK STATEMENT**PERFORMANCE WORK STATEMENT (PWS)
Aero-Medical Evacuation of Military Sealift Command Civilian Mariners (CIVMAR)**

- 1) **BACKGROUND:** The mission of Military Sealift Command (MSC) is to provide Sealift for strategic mobility support of national objectives. Specifically, MSC provides cargo and petroleum, oil, and lubricants, transportation, fleet auxiliaries, and special mission ships in peace, in addition to preparing for and providing strategic sealift during mobilization. MSC discharges its mission through the employment of sealift forces consisting of government owned ships, augmented by Contractor-operated and government-operated ships and commercial services. MSC is a working capital fund organization. It executes its own contracts in support of its missions, and acts as program manager. MSC's mission supports United States Transportation Command, Chief of Naval Operations, and the Navy Reserves.

Within MSC, the Force Surgeon's Office (N00M) is charged with establishing medical policy and providing medical support services to civil service mariners, active duty military personnel and sponsor personnel housed on the Military Sealift Command vessels.

There are 51 vessels and 4 squadron staffs in the MSC fleet. Each ships/vessels in the fleet have Medical Services Officers (MSOs) who treat acute or emergent medical needs and who are previously trained as Navy Independent Duty Corpsmen or are Registered Nurses or Physicians Assistants. All medical representatives have been trained and certified to a minimum standard of Standard of Training Certification and Watch keeping for Seafarers (STCW) "Person In Charge Of Care" as required by US Coast Guard. The personnel comprising the formal staffs of the four prepositioning squadrons will be the Government's employees. The US Navy vessels have their own organic medical personnel to support the active duty and are serviced by the Department of Defense for evacuation. However, the MSC civil service mariners (CIVMARs), other civil service personnel and Contractor/technical representatives aboard those ships are beneficiaries to receive emergency aero-medical evacuation per this Contract.

- 2) **SCOPE OF WORK:** The Contractor shall provide emergency aero-medical evacuation and in route medical support to advanced care mainland medical facilities for the specified MSC vessels (see Attachment 3) located worldwide in the performance of their mission. The total mariner population under the scope of this contract is approximately 5000. The Contractor will acquire permission/clearance for its aircraft (either organic to its organization or subcontracted) to comply with requirements of the evacuation areas.

This is a Performance Based Contract in accordance with FAR 37.6. The Government will monitor the Contractor's performance under this contract using the performance objectives and standards in the attached Performance Assessment Plan.

Non-personal services shall be provided under this contract. Personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The Contractor shall not under any circumstances perform inherently governmental functions (as defined in FAR 7.5) under this contract.

- 3) **SPECIFIC TASKS:** The Contractor shall perform the following tasks:
- a) Kick-off Meeting. Kick-Off Meeting: A contract kick-off meeting will be held within five (5) business days after award.
 - i) The Contractor shall contact the COR and arrange a mutually agreeable time and place to meet for the purpose of discussing the requirements and details of the work.
 - ii) The Contractor shall create a set of meeting minutes, to be signed by both the COR and the Contractor's TPOC, reflecting all matters discussed during the kick-off meeting. Meeting minutes shall be provided to the COR within three (3) days after conclusion of the kick-off meeting.

- b) Medical Evacuation. The Contractor shall arrange and manage the medical evacuation of personnel upon request from MSC. The Contractor is responsible for providing all equipment, medical personnel, and any other resources necessary to transport personnel to a medical treatment facility designated by the Government. It shall be the Government's responsibility to secure a patient's admission to a medical treatment facility, which shall include providing any guarantees of payment. The Contractor's responsibility shall terminate once a medical treatment facility has accepted custody of a patient.

All requests for services shall be verified through the COR, who is the designated ordering officer under this contract. In the case of severe life threatening emergencies concurrent or post verification will be acceptable. Potential evacuation resources must be identified and screened in advance to allow timely access to remote sites. Medical evacuations must be initiated within one calendar day of MSC's determination that the patient must be evacuated and service is requested. Note: "initiated" means that the Contractor shall have all necessary arrangements (to include any agreements and/or subcontracts) in place and a plane departing for the evacuation's origin.

- c) Provide Medical Personnel. A licensed consulting physician shall be available twenty-four hours per day, seven days per week, certified in Emergency Medicine and experienced in aero-medical evacuations from remote locations. Where in-flight medical personnel are required to support the patient, the supporting medical personnel will be licensed or certified in their respective originating country, such as a licensed physician or nurse. The Contractor must have a representative available within 5 minutes of the evacuation request to initiate the evacuation.
- d) Maintain Appropriate Facilities.
- i) Business Availability. The Contractor shall be available via telephone twenty-four hours per day, seven days per week for the MSC vessels designated by this contract. The Contractor shall provide access to files and records of emergency aero-medical evacuations and the in transit support/treatments provided.
- ii) Communication Facilities. The Contractor shall establish and maintain a communication facility to ensure that the designated MSC representatives can rapidly initiate and maintain direct contact with the Contractor's representative managing the evacuation. The Contractor shall possess the ability to communicate directly or through other commercial and/or USCG sources. The communication facilities shall, at a minimum, include the following:
- Commercial telephone lines for direct voice links through satellite communications (INMARSAT) or high seas operators. One (1) dedicated commercial telephone line and one (1) non-dedicated telephone line for secondary use are the minimum requirements. An operator shall cover these lines at all times.
 - Email capabilities. Note: When this means of communication is utilized, the Contractor shall acknowledge receipt as soon as possible, but not later than two hours after receipt of the request.
 - Capability to send and receive messages via Standard Naval Message Traffic. This receiver must be monitored at all times for incoming communications. Contractor shall obtain this capability within three months of having been provided the required software by the Government. Note: When this means of communication is utilized, the Contractor shall acknowledge receipt as soon as possible but not later than two hours of receipt of request.
- e) Create and Maintain Records and Reference Information. The following information must be maintained:
- i) Records of Facilities and Personnel Worldwide. The Contractor shall maintain a database of worldwide medical facilities, their capabilities, and personnel in support of medical evacuation requirements.

- ii) Develop and Maintain Records of Evacuations. The Contractor shall create and maintain a record for each patient serviced by this contract. The record will contain all forms, letters, documents, consultations, and communications associated with the patient's evacuation. The record may be hard copy or electronic format but must be maintained and protected in accordance with the Health Insurance Portability and Accountability Act Of 1996.
- iii) Evacuation Procedure Guide. The Contractor shall provide an evacuation procedure guide to the identified MSC vessels, squadron staffs and up to 10 MSC offices within 30 days of the contract award and within 14 day of notification of any new ships or units added to the contract coverage. When changes are made to the evacuation procedure guide, the Contractor shall distribute updates within 14 days. The evacuation procedure guide may be in hard copy or electronic format. The evacuation procedure guide shall be approved by COMSC Force Surgeon prior to distribution. This guide shall include the following:
- Communications methodologies, contact information, and formats.
 - Questions to be answered by MSC designated personnel prior to placing a call to the Contractor including, but not limited to, the patient's medical history, general and specific information on the patient's current condition, recent medical treatment of the patient, and including in-flight medical requirements to support the patient in transit.
 - Process flow directions from initial request through notification of personnel and resolution of the evacuation.

Note: The Evacuation Procedure Guide shall be maintained in accordance with Section 13, below.

- f) Provide Reports. The Contractor shall provide the following reports:
- i) Individual Report. The Contractor shall document and report each aero-medical evacuation to include, but not be limited to, the nature of the evacuation, International Statistical Classification of Diseases and Related Health Problems (ICD-9) diagnosis code, support personnel if required, treatments necessary in transit, any delays and causes, flight destination and receiving medical facility. Additional supporting information shall be included to clarify incidents or delays. A written, detailed summary of each aero-medical evacuation shall be forwarded via first class mail, within two weeks of the conclusion of each incident, to addressees provided. The Contractor shall maintain this data for immediate retrieval.
- ii) Annual Report. The Contractor shall provide an annual report summarizing all aero-medical evacuations within 30 days of the end of the contract period. The annual report shall list all medical evacuations, date and time of evacuation, patient name, the associated ICD-9 Codes, ship name, ship type, mainland destination and receiving medical facilities, if there was a requirement for in-flight medical attendants and their professional level, and contain summation of number of evacuations and type per month and year. The transmission of the annual report may be via electronic or other means and protected in accordance with the Health Insurance Portability and Accountability Act Of 1996.
- g) Meetings. The Contractor and Government shall have quarterly meetings during the first period of performance and semiannual meetings during the option period at either Military Sealift Command (MSC) Head Quarters (HQ) or the Contractor's facility to review contract performance and discuss Contractor findings and recommendations regarding the medical advisory service and medical evacuations. The Contractor will provide a meeting room to accommodate the visit in the event that the meeting occurs at the Contractor's facility.
- h) Develop a Quality Assurance Plan. The Contractor shall develop a Quality Control Plan to maintain the quality standards for all services. The Quality Control Plan shall be implemented upon contract award. The Contractor is responsible for conforming to its Quality Control Plan and processes to ensure proper performance and correct any deficiencies that may occur.

4) **DELIVERABLES:**

Reference	Deliverable	Distribution	Delivery
3.a	Kick Off Meeting Minutes	COR	Within three (3) days after conclusion of the kick-off meeting
3.f.i	Individual Report	COR	Within 2 weeks of the conclusion of each incident
3.f.ii	Annual Report	COR	Within 30 days of the end of the contract period
3.h	Quality Assurance Plan	COR	Within 60 days of contract award

a) **Format of Deliverables:** All documentation deliverables shall be prepared using Microsoft Office products (Word, Excel, Project, and PowerPoint) in a format acceptable to the COR, unless the use of other software is mutually agreed upon between the COR and the contractor.

5) **CONTRACT TYPE:** This is an indefinite-delivery, indefinite-quantity type contract consisting of firm-fixed-price task orders with reimbursable elements. The fixed price, which shall be payable at the completion of each evacuation, shall include all direct and indirect costs incurred by the Contractor for the use of its facilities and resources (or those over which it has control) in the performance of this contract. Such costs include, but are not limited to, overhead; G&A; personnel; and Contractor-owned or leased vehicles, aircraft, vessels, medical equipment, or supplies. In accordance with Paragraph 10 below, reimbursement will be made for costs incurred by the Contractor in subcontracting for the provision of medical evacuation services from isolated locations or other routine locations upon request from MSC, which includes: actual transportation, medical equipment and supplies, interim lodging or hospitalization and sustainment of the patient with medications, food and supplies.

6) **PERIOD OF PERFORMANCE:** The periods of performance are as follows:

Base Period	01 October 2011 – 30 September 2012
Option Period 1	01 October 2012 – 30 September 2013
Option Period 2	01 October 2013 – 30 September 2014
Option Period 3	01 October 2014 – 30 September 2015
Option Period 4	01 October 2015 – 30 September 2016

7) **PLACE OF PERFORMANCE:** The work shall be performed at the Contractor's site. This facility shall maintain a means of communication with ships at sea and the Contractor's consulting physician, twenty-four (24) hours per day, seven (7) days per week. The facility shall maintain those files and records of evacuations in progress for the primary consulting physician and any additional supporting consulting physicians or specialists. Evacuations may occur worldwide.

8) **PERFORMANCE STANDARDS:** This is a Performance Based Contract in accordance with FAR 37.6. The Contractor shall be evaluated on its ability to provide quality deliverables in an efficient manner. The Government shall monitor the Contractor's performance under this contract using the Performance Assessment Plan (PAP) developed by the Government. Refer to Attachment 1.

Upon completion of the requirements of this Contract, the COR will complete a Contractor Performance Evaluation Survey. The results of this survey will be kept on file at MSC and will be used as a performance metric for future, similar MSC requirements.

9) **LICENSES, PERMITS, AND PRECAUTIONS:** The Contractor shall comply with all international, federal, state and local regulations for the proper handling and disposal of hazardous materials. The Contractor shall, at Contractor expense, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of work. Further, the Contractor is

responsible to ensure that proper safety and health precautions are taken to protect the patients, work, the workers, the public, and the property of others.

10) REIMBURSEMENT:

- a) The Contractor shall be reimbursed for actual costs incurred in subcontracting for the provision of medical evacuation services from isolated locations or other routine locations upon request from MSC. Any reimbursement requests under this Contract must be sufficiently documented through invoices/receipts. Reimbursable expenses include actual transportation, medical equipment and supplies, interim lodging or hospitalization and sustainment of the patient with medications, food and supplies. Reimbursable expenses do not include profit or overhead of any kind, which the Contractor should account for in the firm-fixed-price Evacuation Fee.
- b) The Contract includes a not-to-exceed funding limitation for reimbursable expenses. When the Contractor expects total funding expended for reimbursable expenses to reach 85 percent of the total funds available on the reimbursable CLIN, the Contractor shall notify the Contracting Officer and the COR and any other Government official identified by the Contracting Officer. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the task order. The Contractor shall not exceed or incur costs that exceed the amount of funding stated on the reimbursable CLIN.
- c) The Government is not obligated to reimburse the Contractor for otherwise reimbursable expenses in excess of the funded amount stated on the reimbursable CLIN.
- d) The Contractor is not obligated to continue performance of any reimbursable work under this Contract or otherwise incur costs for reimbursable expenses in excess of the funded amount stated on the reimbursable CLIN unless the Contracting Officer notifies the Contractor in writing that the funded amount stated under the applicable reimbursable CLIN has been increased. In the event notification is made orally, such notification shall be followed up in writing within two working days.
- e) No notice, communication, or representation from any person other than the Contracting Officer shall affect the Government's obligation to reimburse the Contractor.
- f) Change orders shall not be considered an authorization to exceed the funded amount stated under the reimbursable CLIN unless they contain a statement expressly increasing the funded amount of that reimbursable CLIN by a sufficient amount to cover the change order.

11) INVOICES/SUBMISSION OF RECORDS/AUDITS:

- a) Invoices: Invoices shall be submitted in accordance with FAR 52.212-4 to the address listed in Box 18a of the SF 1449.
- b) Each invoice submitted shall include an attachment containing the applicable receipts and/or substantiating documentation for the reimbursable expenses included in the invoice. The Contractor shall identify the Task Order associated with each reimbursable expense and receipt.
- c) Retention of Records. The Contractor shall maintain all back-up records associated with this Contract for a period of seven (7) years after final payment under the Contract. Information may be kept electronically in an unalterable format such as PDF or in hard copy. It is the Contractor's responsibility to ensure the integrity, reliability, and security of the back-up records.
- d) Audits: The Government shall have the right to perform a periodic site visit to review logs, records, processes, and/or to familiarize new MSC medical personnel to the service. The Contractor will provide a room or adequate space to accommodate the site visit. The Government will coordinate with the Contractor prior to the site visit regarding schedule and review.

12) **GOVERNMENT FURNISHED INFORMATION:** The Government will provide the following and updates as they occur:

- a) Ship/Unit Information. The Government shall provide information related to the population of MSC personnel sponsored at Diego Garcia under the terms of this contract to include unit names and associated populations.
- b) Diego Garcia Medical Facility. COMSC shall provide contact information for the Naval Medical Clinic at Diego Garcia.
- c) MSC Contact Information. COMSC shall provide the contact information for key designated personnel at Diego Garcia that may initiate requests for emergency aero-medical evacuation. In addition, contact information for MSC personnel authorized to confirm the evacuation requirement and certify funding availability for the evacuation shall be provided.
- d) Shipboard Medical Facilities. COMSC shall provide a list of medical equipment and supplies on board each ship. The Government is responsible for the ship's hospital design and the quantities and mix of supplies, equipment, and medicinals.
- e) Crew Qualifications. The Government shall provide a list of specific qualifications of on-board medical personnel. Such qualifications may be limited to first aid training.
- f) MSC Medical Manual. MSC shall provide the MSC Medical Manual COMSC INST 6000.1 series to be used for guidance and reference. This also may be accessed on the Worldwide Web at www.msc.navy.mil.

13) **SECURITY / IDENTIFICATION OF NON-DISCLOSURE REQUIREMENTS:** The contractor will be required to work with business sensitive information in the performance of this PWS. No sensitive or proprietary information of, or in the possession of the Military Sealift Command or any of its operating units, will be disclosed without the written consent of the Contracting Officer. A non-disclosure agreement concerning information gained or used during performing under this order must be signed prior to starting performance of the Contract. The agreement must be signed by any personnel who have access to sensitive business information and their employer. See Attachment 2. The contractor shall comply with all applicable public laws, government regulations, and command procedures regarding privacy.

14) **DATA RIGHTS**

- a) All work performed by the Contractor under the Contract shall become the exclusive property of MSC in which the Government shall have unlimited rights. The Contractor shall not deliver or otherwise provide to the Government technical data or computer software, to include the deliverables under the Contract, with restrictions, including those as to use, modification, reproduction, and transfer, or with restrictive markings.
- b) At any and all times, the Contractor agrees to promptly provide to the Government at no additional cost such documents, codes or other materials and information that are necessary to permit the Government's full enjoyment of its rights in the deliverables as described above.

15) **DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

- a) The Contracting Officer has designated the person named below as the authorized COR for this Contract:

NAME:	Shelley Croyle
CODE:	N00M
ADDRESS:	914 Charles Morris Ct SE Washington, DC 20398
PHONE:	(202) 685-5706

- b) The COR will represent the Contracting Officer in the administration of technical details within the scope of this contract and will perform inspection and acceptance of all deliverables. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or

the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract or issue Task Orders. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR is responsible for reviewing the invoices submitted by the Contractor and informing the Contracting Officer of areas where exceptions are to be taken. The COR authority is nondelegable. The COR may be personally liable for unauthorized acts.

c) **Authorized Changes Only by the Contracting Officer:**

- (1) Except as specified in paragraph (3) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this Contract shall constitute a change under the Changes clause of this Contract.
- (2) 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.
- (3) 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, said authority remains solely the Contracting Officer's. 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 incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Stefani Nick
ADDRESS: 914 Charles Morris Court, SE
Washington Navy Yard, DC 20398
TELEPHONE: (202) 685-5962

ATTACHMENT 1 PAP

**MILITARY SEALIFT COMMAND
PERFORMANCE ASSESMENT PLAN (PAP)
EMERGENCY MEDICAL EVACUATION SUPPORT**

1.0 INTRODUCTION

This Performance Assessment Plan (PAP) has been developed to comply with the Federal Acquisition Regulation (FAR) Subpart 37.6 – Performance Based Contracting. 37.602-2 states that agencies shall develop surveillance plans that recognize the responsibility of the Contractor to carry out its quality obligations and shall contain measurable performance standards so that the Government receives the quality of the services called for in the contract.

This PAP is designed to define the performance management approach, define roles and responsibilities, define methodologies used to monitor and evaluate Contractor's performance and define the performance standards from which the Contractor will be measured.

2.0 IDENTIFICATION OF WORK TO BE PERFORMED:

The Contractor shall arrange and manage emergency worldwide medical evacuation services, including in-route medical support to advanced care mainland medical facilities for civil service mariners, active duty military personnel and sponsor personnel upon MSC's request.

3.0 PERFORMANCE MANAGEMENT APPROACH:

The Contractor's internal quality control system will set forth the staffing and procedures for self inspecting the quality, timeliness, customer satisfaction and other performance requirements in the PWS.

The purpose of the (PAP) is to provide guidelines and procedures by which the Contractor's performance will be evaluated and assessed. The PAP is intended to be a "living" document that will be revised or modified as circumstances warrant, and is therefore provided for information only. The PAP is based on the premise that the Contractor is responsible for quality assurance in the performance of their work, but it is the Government's responsibility to periodically ensure they are receiving the work that was contracted for.

4.0 ROLES AND RESPONSIBILITIES:

Contracting Officer: Responsible for monitoring contract compliance, performing contract administration and resolving any differences between the observations documented by the COR and the Contractor's performance.

Contracting Officer's Representative (COR): The primary technically oriented representative assigned to monitor contract performance. The COR is responsible for providing technical direction to the Contractor and will perform the final inspection and acceptance of all deliverables under the contract. The COR will also have the responsibility of performing periodic sampling and documenting customer feedback.

5.0 METHODOLOGIES TO MONITOR PERFORMANCE:

In an effort to minimize the contract administration burden, simplified methods of surveillance techniques shall be used by the Government to evaluate Contractor performance. The primary methods of surveillance are Customer

Input / Feedback. Customer feedback may be obtained either from the results of the formal customer satisfaction surveys (Attachment 1) or from random customer complaints.

Customer complaints, to be considered valid, must set forth in writing the detailed nature of the complaint, and must be certified by the COR. The complaint will then be forwarded to the Contracting Officer for review. If the Contracting Officer determines that the complaint is valid, the Contractor will be formally notified in writing. The Contractor will have 5 business days to formulate a response detailing the actions taken to remedy the complaint filed.

6.0 DOCUMENTATION

The COR shall maintain copies of all reports, evaluations, recommendations and any actions related to the Government's performance of the performance assessment function in the COR file for this contract. All records shall be maintained for the life of this contract.

7.0 ATTACHMENTS

Attachment 1 – Required Performance Metrics
Attachment 2 – Performance Evaluation Survey

ATTACHMENT 1 REQUIRED PERFORMANCE METRICS:

Task or Deliverable	Metric Type	Performance Standard	Performance Indicator	Surveillance Method	Incentive (Negative)
Task 3b	Compliance	The Contractor must evacuate patients within one calendar day as outlined in Paragraph 3b	Compliance	Compliance	Deductions will occur at the rate of \$1,000 per day.
Task 3c	Compliance	The Contractor must maintain services 24 hours per day and 7 days per week as outlined in Paragraph 3c	Compliance	Compliance	Deductions will occur at the rate of \$200.00/minute for each minute beyond the scheduled or amended delivery time.
Deliverables Required by Paragraph 4	Timeliness	Deliverables shall be submitted in accordance with the delivery schedule outlined in Paragraph 4	100% of the reports are submitted on time	COR Tracking	\$200.00 for every two (2) days late, up to a maximum of \$600.00. Notwithstanding the foregoing, the Contractor may be terminated for cause if deliverables are not provided by the due date.
Deliverables Required by Paragraph 4	Quality	Deliverables are correct and complete when submitted.	All deliverables are free of grammatical and spelling errors and contain all pertinent information; documents are accurate and current.	COR Review for completion and accuracy	\$200.00 for each instance in which a deliverable is determined to be incomplete, and major deficiencies are not corrected and accepted by the Government within five (5) days of notification of the defects by the Government, up to a maximum of \$600.00. Notwithstanding the foregoing, the Contractor may be terminated for cause if deliverables are not provided by the due date.

***Note: Reports are not counted as late when, on a case by case basis, the COR approves later report submission**

ATTACHMENT 2 CONTRACTOR PERFORMANCE EVALUATION SURVEY (TO BE COMPLETED BY COR)

SERVICE (Please include a description of the service being provided below):

ORDER # / SURVEY PERIOD: _____

Please provide ratings and comments regarding the Contractor’s performance in each area below using the following ratings:

OVERALL RATING

Please provide an overall rating of the Contractor’s performance:

SATISFACTORY	UNSATISFACTORY

a.) Paragraph 3b Compliance:

b.) Paragraph 3c Compliance:

c.) Timeliness (Deliverables were met in accordance with the contract schedule):

d.) Customer Satisfaction

ADDITIONAL COMMENTS:

Signed: _____
Contracting Officer’s Representative

ATTACHMENT 2 NDAS

**Non-Disclosure Agreement
Individual**

Contract No. _____

In providing services to Military Sealift Command under Contract No. _____, I understand that I may have access to sensitive United States Government information. I understand that the unauthorized release of such information would be injurious to the interests of the United States. Additionally, I understand that access to this information is a privilege granted under a contractual agreement between my employer, _____, and the Government, and is subject to all the terms and conditions of that agreement. I understand that this access may be withdrawn at any time. Violation of the terms of this Agreement may adversely affect my employer's contract with the Government and may result in the termination of my employment under the contract. Furthermore, I understand that the unauthorized release of the information described above may subject me to criminal and civil penalties.

This is to certify that I understand the need for safeguarding any and all sensitive information that I will have access to, authorized or otherwise, in support of Contract No. _____. I acknowledge awareness of the sensitivity of such information and certify that I will protect the confidentiality of all such material in my possession or that I may be exposed to. I will not divulge, discuss or otherwise reveal information to anyone within [name of employer] or any other entity, private or governmental, not authorized access to such information without the express written approval of the Contracting Officer.

I understand that I may have access to proprietary and sight sensitive information. I fully understand that such information must be protected in accordance with 41 U.S.C. Section 423 and 18 U.S. Code Section 1905. I agree:

- a. To use any and all proprietary information to which I am given access ONLY for Government purposes under the referenced contract. I will not share the information with others unless I have received prior clearance from the Contracting Officer.
- b. Not to use such information for any non-contractual purposes, including but not limited to, the preparation of bids or proposals, or the development or execution of other business or commercial ventures.
- c. To store the information in such a manner as to prevent inadvertent disclosure or release to individuals who have not been authorized access to it.

In the event that I release any of the information described above or become aware that such information has been released, I agree to so notify the Contracting Officer as soon as practicable. The notification shall describe the circumstances and content of the release. I also agree to provide similar notification should any unauthorized governmental entity, business organization, or individual person request any of the information described above.

I understand that the terms of this Agreement shall not apply to information publicly disclosed by Military Sealift Command, information available to the general public through independent sources, information previously known to me, the release of which is not otherwise restricted, or information required to be publicly disclosed by law or a court of competent jurisdiction.

I agree that this obligation shall continue both during the period of my services and thereafter.

Each term of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other terms shall remain in full force and effect.

Signature: _____

Company: _____

Printed Name: _____

Date: _____

**Non-Disclosure Agreement
Corporate**

Contract No. _____

In providing services to Military Sealift Command under Contract No. _____, __[Name of Contractor]__ understands that it may have access to sensitive United States Government information. __[Name of Contractor]__ understands that the unauthorized release of such information would be injurious to the interests of the United States. Additionally, __[Name of Contractor]__ understands that access to this information is a privilege granted under Contract No. _____ and that this access may be withdrawn at any time. Violation of the terms of this Agreement may constitute a breach of said Contract. Furthermore, the unauthorized release of the information described above may subject __[Name of Contractor]__ and its officers to criminal and civil penalties.

This is to certify that __[Name of Contractor]__ understands the need for safeguarding any and all sensitive information that it or its employees will have access to, authorized or otherwise, in support of Contract No. _____. __[Name of Contractor]__ acknowledges awareness of the sensitivity of such information and certifies that it will protect the confidentiality of all such material in its possession or that it may be exposed to. __[Name of Contractor]__ will not divulge, discuss or otherwise reveal information to any other entity, private or governmental, not authorized access to such information without the express written approval of the Contracting Officer.

__[Name of Contractor]__ understands that it may have access to proprietary and sight sensitive information. __[Name of Contractor]__ fully understands that such information must be protected in accordance with 41 U.S.C. Section 423 and 18 U.S. Code Section 1905. __[Name of Contractor]__ agrees:

- d. To use any and all proprietary information to which it is given access ONLY for Government purposes under the referenced contract. __[Name of Contractor]__ will not share the information with others unless it has received prior clearance from the Contracting Officer.
- e. Not to use such information for any non-contractual purposes, including but not limited to, the preparation of bids or proposals, or the development or execution of other business or commercial ventures.
- f. To store the information in such a manner as to prevent inadvertent disclosure or release to individuals who have not been authorized access to it.

In the event that __[Name of Contractor]__ releases any of the information described above or becomes aware that such information has been released, __[Name of Contractor]__ agrees to so notify the Contracting Officer as soon as practicable. The notification shall describe the circumstances and content of the release. __[Name of Contractor]__ also agrees to provide similar notification should any unauthorized governmental entity, business organization, or individual person request any of the information described above.

__[Name of Contractor]__ understands that the terms of this Agreement shall not apply to information publicly disclosed by Military Sealift Command, information available to the general public through independent sources, information previously known to it, the release of which is not otherwise restricted, or information required to be publicly disclosed by law or a court of competent jurisdiction.

__[Name of Contractor]__ agrees that this obligation shall continue both during the period of its services and thereafter.

Each term of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other terms shall remain in full force and effect.

By my signature, below, I certify that I am authorized to enter the foregoing Agreement on behalf of __[Name of Contractor]__ and that said Agreement is binding upon the same.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 3 LIST OF SHIPS

T-AO - 187	USNS HENRY J. KAISER
T-AO - 198	USNS BIG HORN
T-AO - 188	USNS JOSHUA HUMPREYS
T-AO - 200	USNS GUADALUPE
T-AO - 189	USNS JOHN LENTHALL
T-AO - 201	USNS PATUXENT
T-AO - 193	USNS WALTER S. DIEHL
T-AO - 202	USNS YUKON
T-AO - 194	USNS JOHN ERICSSON
T-AO - 203	USNS LARAMIE
T-AO - 195	USNS LEROY GRUMMAN
T-AO - 204	USNS RAPPAHANNOCK
T-AO - 196	USNS KANAWHA
T-AO - 197	USNS PECOS
T-AKE - 1	USNS LEWIS AND CLARK
T-AKE - 2	USNS SACAGAWEA
T-AKE - 3	USNS ALAN SHEPARD
T-AKE - 4	USNS RICHARD E BYRD
T-AKE - 5	USNS ROBERT E PEARY
T-AKE - 6	USNS AMELIA EARNHART
T-AKE - 7	USNS CARL BRASHEAR
T-AKE - 8	USNS WALLY SCHIRRA
T-AKE - 9	USNS MATTHEW PERRY
T-AKE - 10	USNS CHARLES DREW
T-AKE - 11	USNS WASHINGTON CHAMBERS
T-AE - 32	USNS FLINT
T-AE - 33	USNS SHASTA
T-AE - 34	USNS MOUNT BAKER
T-AE - 35	USNS KISKA
T-AOE - 6	USNS SUPPLY
T-AOE - 7	USNS RAINIER
T-AOE - 8	USNS ARCTIC
T-AOE - 10	USNS BRIDGE
T-AH - 19	USNS MERCY
T-AH - 20	USNS COMFORT
T-ATF - 168	USNS CATAWBA
T-ATF - 169	USNS NAVAJO
T-ATF - 171	USNS SIOUX
T-ATF - 172	USNS APACHE
T-ARS - 50	USNS SAFEGUARD
T-ARS - 51	USNS GRASP
T-ARS - 52	USNS SALVOR
T-ARS - 53	USNS GRAPPLE
LCC - 20	USS MOUNT WHITNEY
AS - 39	USS EMORY S. LAND
AS - 40	USS FRANK CABLE
T-AGM - 25	USNS HOWARD O. LORENZEN
T-ARC - 7	USNS ZEUS

Pre-Positioning Squadron Staff - CIVMAR Personnel only

MPSRON 1
MPSRON 2
MPSRON 3

CLAUSES INCORPORATED BY REFERENCE

52.232-18	Availability Of Funds	APR 1984
252.204-7000	Disclosure Of Information	DEC 1991
52.251-1	Government Supply Sources	AUG 2010

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

(a) 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 (SEP 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 (JUN 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 (JUL 2010) (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). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

___ (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

___ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (9) [Reserved].

___ (10)(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.
- ___ (11)(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.
- __X_ (12) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).
- __X_ (13)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (iv) Alternate III (JUL 2010) of 52.219-9.
- ___ (14) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (15) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (17) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- ___ (20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ___ (21) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

(22) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

(23) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(24) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

(25) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

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

(27) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(28) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(29) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

(30) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(31) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(32) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(33) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

(34)(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.

(35) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

___ (36) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (37)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

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

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

___ (38) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (39) 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).

___ (40) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (41) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (42) 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))

___ (43) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (44) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (45) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (46) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (47) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (48)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

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

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

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 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 (SEP 2008)(31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

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

(iii) Reserved.

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

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

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

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

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

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Contract award through expiration.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1) evacuation the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of two (2) evacuations;

(2) Any order for a combination of items in excess of two (2) evacuations or

(3) A series of orders from the same ordering office within one (1) day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one (1) day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 66 months following the effective date of Contract Award.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor any time prior to expiration of 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 prior to contract expiration. The Government may, but is not required to, give the Contractor a preliminary notice of its intent to extend before the contract expires. The preliminary notice, if provided, 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 66 months.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/FAR/>

(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 2011)

(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) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(4) 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(5)(i) 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(ii) Alternate I (DEC 2010) of 252.225-7001.

(6) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(8) 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(9) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (DEC 2010) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) (i) 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) Alternate I (SEP 2008)

(iii) Alternate II (DEC 2010) of 252.225-7021.

- (12) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (14)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (DEC 2010) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (JUL 2009) of 252.225-7036.
- (iii) ___ Alternate II (DEC 2010) of 252.225-7036.
- (iv) ___ Alternate III (DEC 2010) of 252.225-7036.
- (15) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16) X 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (17) ___ 252.227-7015, Technical Data--Commercial Items (MAR 2011) (10 U.S.C. 2320).
- (18) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19) ___ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (20) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (21) ___ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (22) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (23) ___ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).
- (24) ___ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (25)(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) ___ Alternate III (MAY 2002) of 252.247-7023.
- (26) 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) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

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

(3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)