SOLICITATION, OFFER AND AWARD

1. This Contract Is A Rated Order Under DPAS (15 CFR 700) □
   Rating
   DA07

2. Contract Number
   W15P7T-15-R-0008

3. Solicitation Number

4. Type of Solicitation
   □ Sealed Bid (IFB)
   □ Negotiated (RFP)

5. Date Issued
   2015MAR25

6. Requisition/Purchase Number
   SEE SCHEDULE

7. Issued By
   Code
   W15P7T
   ARMY CONTRACTING CMD-APG
   CCAP-CBB
   6001 COMBAT DR, APG, MD 21005-1846

8. Address Offer To (If Other Than Item 7)
   RETURN TO BUYER BLOCK 7, 8, OR 10

NOTE: In sealed bid solicitations ‘offer’ and ‘offeror’ mean ‘bid’ and ‘bidder’.

SOLICITATION

9. Sealed offers in original and __________ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in __________ until __________ (hour) local time __________ (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:
    A. Name
        ANDREW JACOBS
    B. Telephone (No Collect Calls)
        Area Code (443) Number 861-4665
    C. E-mail Address
        ANDREW.K.JACOBS.CIV@MAIL.MIL

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Part I - The Schedule

Part II - Contract Clauses

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

<table>
<thead>
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<th>Amendment No.</th>
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<th>Amendment No.</th>
<th>Date</th>
</tr>
</thead>
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15A. Name and Address of Offeror

<table>
<thead>
<tr>
<th>Code</th>
<th>Facility</th>
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</thead>
</table>

16. Name and Title of Person Authorized to Sign Offer (Type or Print)

15B. Telephone Number

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Number</th>
<th>Ext.</th>
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15C. Check if Remittance Address is

☐ Different From Above – Enter such Address In Schedule

<table>
<thead>
<tr>
<th>Signature</th>
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</table>

17. Signature

18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered

20. Amount

21. Accounting And Appropriation

22. Authority For Using Other Than Full And Open Competition:

☐ 10 U.S.C. 2304(c)( )
☐ 41 U.S.C. 253(c)( )

23. Submit Invoices To Address Shown In

(4 copies unless otherwise specified)

<table>
<thead>
<tr>
<th>Item</th>
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</table>

24. Administered By (If other than Item 7)

<table>
<thead>
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</thead>
</table>

25. Payment Will Be Made By

Code

26. Name of Contracting Officer (Type or Print)

<table>
<thead>
<tr>
<th>Signature of Contracting Officer</th>
</tr>
</thead>
</table>

27. United States Of America

28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION

Previous edition is unsuable

Standard Form 33 (Rev. 9-97)

Prescribed By GSA-FAR (48 CFR) 53.214(c)
THE FOLLOWING AMENDMENTS HAVE BEEN INCORPORATED

0001
0002
0003
0004
0005
0006
0008
0009
0010
0011

Buyer Name: ANDREW JACOBS
Buyer Office Symbol/Telephone Number: CCAP-CCB/(443)861-4665
Type of Contract 1: Cost Plus Fixed Fee
Type of Contract 2: Firm Fixed Price
Kind of Contract: Service Contracts

*** End of Narrative A0000 ***

A.1 Contract types on task orders and/or contract line item numbers (CLINs) may include firm fixed price, cost plus fixed fee, cost plus incentive fee, and cost no fee.

*** END OF NARRATIVE A0001 ***

The information below is a continuation of Block 14 - Description of Amendment/Modification:

Offerors shall submit the signed SF 30 form for Amendment 0006 in accordance with L.15.1.2 via email to the Contract Specialist, Katherine.C.Thompson4.civ@mail.mil and to the Contracting Officer, Ashley.E.Keating.civ@mail.mil, no later than 1:00pm (Eastern Time) on June 16, 2016. Offerors shall submit ONLY the signed SF 30 form for Amendment 0006. The Government will not accept or consider any other proposal revisions, submissions, or changes at this time.

The purpose of this Amendment (0006) is to revise Sections H and L as follows:

1. Solicitation Paragraph H.2:

ADDED:

H.2.7 The task order ombudsman for the Army Contracting Command - Aberdeen Proving Ground will be identified in each task order RFP.

2. Solicitation Paragraph L.14.5:

FROM:

L.14.5 Each offerors entire proposal shall remain valid for a minimum of 365 days from the date of proposal receipt by the Government, and the offeror shall insert “365” in Block 12 of the Standard Form 33. If an offeror states in their proposal that the proposal is valid for any period less than 365 days, the proposal shall not be considered for award.

TO:

L.14.5 Each offeror's entire proposal shall remain valid through October 31, 2017. Offeror proposals that do not remain valid through October 31, 2017 shall not be considered for award. See Solicitation Paragraph L.15.1.2 for instructions.
3. Solicitation Paragraph L.15.1.f:

FROM:

L.15.1.f. An affirmative statement that the entire proposal will remain valid for a minimum of 365 days from the date specified in Block 9 of the SF 33 and completion of Block 12 of the SF 33 (offeror shall insert "365")

TO:

L.15.1.f. DELETED

4. Solicitation Paragraph L.15.1.2:

FROM:

L.15.1.2 Offerors shall attach to the cover letter signed copies of all SF 33 and SF 30 forms. SF 33 and SF 30 forms shall be signed as required in accordance with FAR 4.102. Digital signatures or handwritten signatures on a scanned copy are acceptable. Submission of the SF 33 and SF 30 forms is not included in the page limit for the cover letter.

TO:

L.15.1.2 SF 33 and SF 30 forms shall be signed as required in accordance with FAR 4.102. Digital signatures or handwritten signatures on a scanned copy are acceptable. Submission of the SF 33 and SF 30 forms is not included in the page limit for the cover letter. By signing and submitting the signed SF 30 form for Solicitation Amendment 0006, the offeror acknowledges the Solicitation and Amendments 0001 through 0006, and affirms the entire proposal will remain valid through October 31, 2017. Offeror proposals that do not remain valid through October 31, 2017 shall not be considered for award.

*** END OF NARRATIVE A0002 ***

The purpose of this amendment 0008, in conjunction with amendment 0009, is to:

1. Make an administrative change in the contract writing system by removing and replacing CLIN 0006 to correct a coding error.

2. Amendment 0007 was administratively cancelled. There is no amendment 0007.

3. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0003 ***

The purpose of this amendment 0009 is to:

1. Make an administrative change in the contract writing system by replacing CLIN 0006 to correct a coding error.

2. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0004 ***

Description of Solicitation Amendment 0010:

Offerors shall submit no more than one (1) revised proposal to the Contract Specialist, Andrew.k.jacobs.civ@mail.mil, and to the Contracting Officer, Ashley.e.keating.civ@mail.mil, no later than 8:00am Eastern Time on June 15, 2017. Late proposals may not be considered for award.

The purpose of this Amendment (0010) is as follows:

1. Revise Section B, CLINs 0001 through 0004:
The base ordering period for this contract is five (5) years from the date of award of the contract.

The base ordering period for this contract is the date of contract award to 14 May 2022.

2. Revise Section B, CLINs 1001 through 1004:

The optional ordering period for this contract is five (5) years from the effective date of the option exercise.

The optional ordering period for this contract is 15 May 2022 to 14 May 2027.

3. Revise Section B, CLINs 0002 and 1002:

Added:

Maximum fee rates apply to all cost plus fixed fee CLINs in accordance with Clause H.7 of this contract.

4. Revise Section L, Paragraph L.14.5:

L.14.5 Each offeror's entire proposal shall remain valid through October 31, 2017. Offeror proposals that do not remain valid through October 31, 2017 shall not be considered for award. See Solicitation Paragraph L.15.1.2 for instructions.

L.14.5 Each offeror's entire proposal shall remain valid through October 31, 2018. Offeror proposals that do not remain valid through October 31, 2018 shall not be considered for award. See Solicitation Paragraph L.15.1.2 for instructions.

5. Revise Section L, Paragraph L.14.9:

L.14.9 For proposal purposes only, the anticipated ordering period is ten (10) years with one five (5) year base ordering period and one optional five (5) year ordering period as follows:

- Base Ordering Period: 29 July 2015 - 28 July 2020 (5 years)
- Optional Ordering Period: 29 July 2020 - 28 July 2025 (5 years)

In accordance with FAR clause 52.216-22, contractors may be required to continue services under a task order for up to five years after the expiration of the ordering period.

L.14.9 For cost proposal purposes only, the anticipated ordering period is ten (10) years with one five (5) year base ordering period and one optional five (5) year ordering period as follows:

- Base Ordering Period: 29 July 2015 - 28 July 2020 (5 years)
- Optional Ordering Period: 29 July 2020 - 28 July 2025 (5 years)

In accordance with FAR clause 52.216-22, contractors may be required to continue services under a task order for up to five years after the expiration of the ordering period.
6. Revise Section L, Paragraph L.15.1.2:

FROM:

L.15.1.2 SF 33 and SF 30 forms shall be signed as required in accordance with FAR 4.102. Digital signatures or handwritten signatures on a scanned copy are acceptable. Submission of the SF 33 and SF 30 forms is not included in the page limit for the cover letter. By signing and submitting the signed SF 30 form for Solicitation Amendment 0006, the offeror acknowledges the Solicitation and Amendments 0001 through 0006, and affirms the entire proposal will remain valid through October 31, 2017. Offeror proposals that do not remain valid through October 31, 2017 shall not be considered for award.

TO:

L.15.1.2 SF 33 and SF 30 forms shall be signed as required in accordance with FAR 4.102. Digital signatures or handwritten signatures on a scanned copy are acceptable. Submission of the SF 33 and SF 30 forms is not included in the page limit for the cover letter. By signing and submitting the signed SF 30 form for Solicitation Amendment 0010, the offeror acknowledges the Solicitation and Amendments 0001 through 0010 (with the exception of Amendment 0007, which was administratively canceled), and affirms the entire proposal will remain valid through October 31, 2018. Offeror proposals that do not remain valid through October 31, 2018 shall not be considered for award.

7. Update the following clauses to the current version in accordance with the FAR and DFARS:

DFARS 252.211-7003
FAR 52.204-10
FAR 52.204-13
FAR 52.204-18
FAR 52.209-6
FAR 52.219-8
FAR 52.219-14
FAR 52.222-19
FAR 52.222-21
FAR 52.222-26
FAR 52.222-29
FAR 52.222-37
FAR 52.222-54
FAR 52.244-6
FAR 52.245-1
DFARS 252.204-7000
DFARS 252.204-7015
DFARS 252.209-7004
DFARS 252.225-7004
DFARS 252.225-7012
DFARS 252.227-7019
DFARS 252.227-7037
DFARS 252.239-7018
DFARS 252.245-7004
DFARS 252.246-7007
DFARS 252.225-7043
FAR 52.203-13
FAR 52.222-35
FAR 52.223-11
FAR 52.230-2
FAR 52.222-38
FAR 52.225-25
FAR 52.204-8
FAR 52.219-1
FAR 52.209-5
FAR 52.230-1
FAR 52.204-7
FAR 52.204-16
FAR 52.215-1

8. Add the following new clauses in accordance with the FAR and DFARS:
9. Delete the following clauses in accordance with the FAR and DFARS:

FAR 52.233-1
DFARS 252.204-7012 (Safeguarding of Unclassified Controlled Technical Information)
FAR 52.222-35 Alternate I
FAR 52.222-99 (DEV 2014-O0017)
DFARS 252.229-7999 (DEV 2013-O0016)

*** END OF NARRATIVE A0005 ***

Description of Solicitation Amendment 0011:

Revise Block 11: Offerors shall submit no more than one (1) revised proposal to the Contract Specialist, Andrew.k.jacobs.civ@mail.mil, and to the Contracting Officer, Ashley.e.Keating.civ@mail.mil.

The purpose of this Amendment (0011) is as follows:

1. Revise Section L, Paragraph L.15.1.2:

FROM:

L.15.1.2 SF 33 and SF 30 forms shall be signed as required in accordance with FAR 4.102. Digital signatures or handwritten signatures on a scanned copy are acceptable. Submission of the SF 33 and SF 30 forms is not included in the page limit for the cover letter. By signing and submitting the signed SF 30 form for Solicitation Amendment 0006, the offeror acknowledges the Solicitation and Amendments 0001 through 0006, and affirms the entire proposal will remain valid through October 31, 2017. Offeror proposals that do not remain valid through October 31, 2017 shall not be considered for award.

TO:

L.15.1.2 SF 33 and SF 30 forms shall be signed as required in accordance with FAR 4.102. Digital signatures or handwritten signatures on a scanned copy are acceptable. Submission is required only via email, no hard copies are required. Submission of the SF 33 and SF 30 forms is not included in the page limit for the cover letter. By signing and submitting the signed SF 30 form for Solicitation Amendment 0011, the offeror acknowledges the Solicitation and Amendments 0001 through 0011 (with the exception of Amendment 0007, which was administratively canceled), and affirms the entire proposal will remain valid through October 31, 2018. Offeror proposals that do not remain valid through October 31, 2018 shall not be considered for award.

2. Revise Section M.2.1:

FROM:

The Government intends to make awards to approximately 20 small businesses and 30 large businesses. However, the Contracting Officer will determine the actual number of awards depending on the number of quality proposals received. Small business proposals and large business proposals will be evaluated and ranked separately. The Government will determine if the company is a small business or a large business based on the cover letter and certifications submitted with the proposal. Small businesses will not be ranked with large businesses, and large businesses will not be ranked with small businesses. Contracts will be awarded to both the small businesses and large businesses at the same time. In the event of a tie at the 20th offeror (small businesses) or 30th offeror (large businesses), all offerors in the tie will receive a contract award. A tie is defined as the source selection authority determining that two (2) or more offerors provide equal value to the Government, when all factors are considered.
TO:

The Government has received a large number of quality proposals and has made award to fifty six (56) offerors during Phase 1 of the procurement. Consistent with the solicitation provision stating that the number of awardees will be based on the number of quality proposals received, the Government intends to issue awards to additional offerors during Phase 2, without a pre-determined limit. Small business proposals and large business proposals will be evaluated and ranked separately. The Government will determine if the company is a small business or a large business based on the cover letter and certifications submitted with the proposal. Small businesses will not be ranked with large businesses, and large businesses will not be ranked with small businesses. Contracts will be awarded to both the small businesses and large businesses at the same time. In the event of a tie between offerors that provide a best value after the trade-off analysis is completed, all offerors in the tie will receive a contract award. A tie is defined as the source selection authority determining that two (2) or more offerors provide equal value to the Government, when all factors are considered.

3. To update Section K, FAR 52.204-8 and 52.219-1, to list the NAICS code and the small business standard as those sections were inadvertently left blank in Amendment 0010.

*** END OF NARRATIVE A0006 ***
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

0001  FIRM FIXED PRICE SERVICES

SERVICE REQUESTED: C4ISR SUPPORT SERVICES

This contract is an indefinite-delivery indefinite-quantity type contract in accordance with FAR 16.504.

The contractor shall perform individual task orders in accordance with the performance work statement (PWS) in Section C.

The maximum total contract value (ceiling), including the optional ordering period if exercised, is $37,400,000,000 ($37.4 Billion).

The base ordering period for this contract is the date of contract award to 14 May 2022.

(End of narrative B001)

Inspection and Acceptance
INSPECTION: Destination ACCEPTANCE: Destination

Deliveries or Performance

0002  COST PLUS FIXED FEE SERVICES

SERVICE REQUESTED: C4ISR SUPPORT SERVICES

This contract is an indefinite-delivery indefinite-quantity type contract in accordance with FAR 16.504.

The contractor shall perform individual task orders in accordance with the performance work statement (PWS) in Section C.

The maximum total contract value (ceiling), including the optional ordering period if exercised, is $37,400,000,000 ($37.4 Billion).

Maximum fee rates apply to all cost plus fixed fee CLINs in accordance with Clause H.7 of this contract.

The base ordering period for this contract is the date of contract award to 14 May 2022.

(End of narrative B001)
This contract is an indefinite-delivery indefinite-quantity type contract in accordance with FAR 16.504.

The contractor shall perform individual task orders in accordance with the performance work statement (PWS) in Section C.

The maximum total contract value (ceiling), including the optional ordering period if exercised, is $37,400,000,000 ($37.4 Billion).

The base ordering period for this contract is the date of contract award to 14 May 2022.

(End of narrative B001)
The base ordering period for this contract is the date of contract award to 14 May 2022.

(End of narrative B001)

**Inspection and Acceptance**
INSPECTION: Destination  ACCEPTANCE: Destination

**Deliveries or Performance**

0005  ARMAY CONTRACTOR MANPOWER REPORTING

SERVICE REQUESTED: ECMRA REPORTING

Contractor shall complete the required manpower reporting in accordance with Sections C and H of this contract.

This CLIN applies during the base ordering period and the optional ordering period, if exercised.

(End of narrative B001)

**Inspection and Acceptance**
INSPECTION: Destination  ACCEPTANCE: Destination

0006  BASIC CLIN FOR ELIN

**D001  CONTRACTOR'S PROGRESS, STATUS AND**

SERVICE REQUESTED: DI-MGMT-80227

CLIN CONTRACT TYPE:
   Firm Fixed Price

All orders under this contract shall require the Contract Data Requirements list (CDRL) for functional category DI-MGMT-80227, Contractor's Progress, Status and Management Report.

Contractors shall provide this data item in accordance with the requirements, quantities, and schedules as set forth in DD Form 1423, Exhibit A, Data Item D001, of the order.
This CLIN applies during the base ordering period and the optional ordering period, if exercised.

(End of narrative B001)

**Inspection and Acceptance**

INSPECTION: Destination  ACCEPTANCE: Destination

### Item 1001

**FIRM FIXED PRICE SERVICES - OPTION**

<table>
<thead>
<tr>
<th>SERVICE REQUESTED: C4ISR SUPPORT SERVICES</th>
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</thead>
</table>

This contract is an indefinite-delivery indefinite-quantity type contract in accordance with FAR 16.504.

The contractor shall perform individual task orders in accordance with the performance work statement (PWS) in Section C.

The maximum total contract value (ceiling), including the optional ordering period if exercised, is $37,400,000,000 ($37.4 Billion).

The optional ordering period for this contract is 15 May 2022 to 14 May 2027.

The Contracting Officer may exercise this option in accordance with FAR 52.217-9 (Section I).

(End of narrative B001)

**Deliveries or Performance**

### Item 1002

**COST PLUS FIXED FEE SERVICES - OPTION**

<table>
<thead>
<tr>
<th>SERVICE REQUESTED: C4ISR SUPPORT SERVICES</th>
</tr>
</thead>
</table>

This contract is an indefinite-delivery indefinite-quantity type contract in accordance with FAR 16.504.

The contractor shall perform individual task orders in accordance with the performance work statement (PWS) in Section C.
The maximum total contract value (ceiling), including the optional ordering period if exercised, is $37,400,000,000 ($37.4 Billion).

Maximum fee rates apply to all cost plus fixed fee CLINs in accordance with Clause H.7 of this contract.

The optional ordering period for this contract is 15 May 2022 to 14 May 2027.

The Contracting Officer may exercise this option in accordance with FAR 52.217-9 (Section I).

(End of narrative B001)

**Inspection and Acceptance**

INSPECTION: Destination  ACCEPTANCE: Destination

**Deliveries or Performance**

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<tr>
<td></td>
<td>SERVICE REQUESTED: C4ISR SUPPORT SERVICES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This contract is an indefinite-delivery indefinite-quantity type contract in accordance with FAR 16.504.

The contractor shall perform individual task orders in accordance with the performance work statement (PWS) in Section C.

The maximum total contract value (ceiling), including the optional ordering period if exercised, is $37,400,000,000 ($37.4 Billion).

The optional ordering period for this contract is 15 May 2022 to 14 May 2027.

The Contracting Officer may exercise this option in accordance with FAR 52.217-9 (Section I).

(End of narrative B001)

**Inspection and Acceptance**

INSPECTION: Destination  ACCEPTANCE: Destination

**Deliveries or Performance**
This contract is an indefinite-delivery indefinite-quantity type contract in accordance with FAR 16.504.

The contractor shall perform individual task orders in accordance with the performance work statement (PWS) in Section C.

The maximum total contract value (ceiling), including the optional ordering period if exercised, is $37,400,000,000 ($37.4 Billion).

The optional ordering period for this contract is 15 May 2022 to 14 May 2027.

The Contracting Officer may exercise this option in accordance with FAR 52.217-9 (Section I).

(End of narrative B001)
The objective of the RS3 Multiple Award Indefinite-Delivery Indefinite-Quantity (IDIQ) contract is to provide ACC-APG customers, other Program Executive Offices (PEOs) other Department of Defense (DoD) agencies, and other federal agencies with knowledge based support services for requirements with Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) related needs.

This Performance Work Statement (PWS) establishes the scope and requirements for Contractor-provided support services for a diverse group of organizations that span the spectrum of mission areas for programs with C4ISR related requirements. Areas of support include Engineering, Research, Development, Test and Evaluation (RDT&E), Logistics, Acquisition and Strategic Planning, and Education and Training. The services described below may also be provided to support other Department of Defense (DoD) and other Federal Agencies. This PWS provides general requirements for support services that will be provided with specific requirements being defined in each subsequent task order.
C.1.2.2 Services Not Within Scope

The following services are not within scope of this contract. The Government will not issue any task order for which the predominant scope of the services is any of the following:

1. Inherently Governmental Functions as defined in FAR 2.101
2. Personal Services as defined in FAR 2.101
3. Architect & Engineering (A&E) Services as defined in FAR 2.101 and subject to the Brooks Architect-Engineers Act (40 U.S.C. 1102)
4. Construction Services as defined in FAR 2.101

C.2 Applicable Documents

Applicable documents to ensure compliance with Department of Defense (DOD) specifications and standards, applicable industry standards, or other required documentation shall be specified at the individual task order level.

C.3 Technical Requirements

C.3.1 C4ISR Engineering Services

C4ISR Engineering Services include any C4ISR-related services or work, the adequate performance of which requires education, training and experience in the application of special knowledge in consulting, investigating, evaluating, planning and designing, engineering principles.

Examples of service areas that are included under the Engineering Services support area include, but are not limited to, the following:

Advanced Technology Pilots and Trials
Analysis of Alternative (AoA) Studies
Augmented/Virtual Reality
Baseline (Configuration) Management
C4ISR Labs Support Services
Cloud Computing
Command and Control on the Move (C2OTM)
Common Computing Environment
Communications Engineering
Configuration Management
Continual Process Improvement
Cyber Security and Information Assurance
Data Analytics
Data Management
Design and Development of Mounting Fixtures and Assemblies
Design Documentation and Technical Data
Display Technology
Document Preparation and Review
Engineering Process Improvement
Failure Analysis
Fielding, Deployment, and Sustainment of C4ISR Weapon System Prototypes/End Items
Foreign Military Sales (FMS) Support
Gesture Technology
Human Factor Engineering
Independent Verification and Validation
Integration
Interoperability
Knowledge Engineering
Life Cycle Management
Manufacturing Development and Hardware Support
Manufacturing Engineering
Manufacturing Readiness Level (MRL) Assessments
Modeling and Simulation
Name of Offeror or Contractor:

Multi-model Interface Technology
Network Engineering
Neuro Technologies
Operation and Maintenance or Direct Support of C4ISR Systems or Platforms
Platform Installation and Integration
Power (Wireless)
Power Sources/Management/Generation
Presentations
Productivity
Program Protection
Prototyping and Fabrication Support
Quality Assurance
Quality Engineering
Radar and Radio Engineering
Risk Management
Sensor Engineering
Software Engineering
Software Independent Verification and Validation
Software Infrastructure and Applications Development and Integration
Software Requirements and Specifications
Speech Recognition
System Design
System Effectiveness and Analysis
System Engineering and Analysis
System Integration
System Security and Information Assurance
Tactical Data Exchange
Technical Data Management
Technical Documentation
Technical Planning
Technical Studies, Analysis, Assessments and Reviews
Technical Subject Matter Expert (SME) Support
Technology Insertion
Test and Evaluation
User Interface Modalities

C.3.2 C4ISR Research, Development, Test and Evaluation (RDT&E) Services

C4ISR Research, Development, Test and Evaluation (RDT&E) Services include any services directed toward the innovation, introduction, and improvement of products and processes for C4ISR-related requirements.

Examples of service areas that are included under the RDT&E Services support area include, but are not limited to, the following:

Advanced Technology Development and Demonstrations
Applied Research
Breadboard Design and Fabrication
Coalition Interoperability and Experimentation
Developmental Test Support
Drawing and Design
Evaluation of Technology Applications
Experimentation and Certification
Exploratory Research and Experimentation
Hardware/Software Demonstrations
Hardware/Software Development
Human Cognition/Artificial Intelligence (AI) Instrumentation
Knowledge Management
Laboratory Outfitting
Laboratory Support
Literature Searches
Manufacturing Technology Improvements
Modeling and Simulation
Non-Destructive Testing
Operational Test Support
Operations Research and Systems Analysis
C.3.3 C4ISR Logistics Services

C4ISR Logistics Services include any logistics functions and tasks during the development, production, and sustainment phases of a system life cycle for C4ISR-related requirements.

Examples of service areas that are included under the Logistics Services support area include, but are not limited to, the following:

- Analysis and Recommendation of Support Equipment
- Certification Support
- Configuration Management
- Demilitarization and Disposal Planning, Analysis and Documentation
- Deployment Logistics
- Depot Maintenance
- Depot Maintenance Planning, Analysis and Documentation
- Fielding, Deployment, and Sustainment of C4ISR Weapon Systems
- Fleet Management
- Inactivation and Disposal
- Integrated Logistics Support (ILS)
- Life Cycle Sustainment
- Logistical Studies and Evaluations
- Logistics Database, Website and Software Development and Support
- Logistics Demonstrations
- Logistics Design
- Logistics Document Distribution
- Logistics Document Preparation and Review
- Logistics Management and Support Services
- Logistics Operations and Maintenance
- Logistics Operations Support
- Logistics Optimization
- Logistics Studies, Analysis, Assessments and Reviews
- Logistics Subject Matter Expert (SME) Support
- Maintainability Studies and Evaluations
- Maintenance Facilities
- Maintenance Support Services
- Packaging, Marking, Handling, Storage, and Shipping Support
- Painting, Coating, Sealing and Preservation Support
- Property Documentation and Transfer of Equipment
- Repair and Alteration
- Reset Readiness
- Security Support
- Special Tools
- Supply Chain Management and Provisioning
- Support Equipment
- Supportability Analysis and Implementation
- Technical Data Management
C.3.4 C4ISR Acquisition and Strategic Planning Services

C4ISR Acquisition and Strategic Planning Services include support services for C4ISR-related requirements that may result in impaired objectivity or unequal access to information for the contractor performing the services. Some restrictions on future activities of contractors performing these services may be required in accordance with FAR 9.505-1. Award of a task order for acquisition and strategic planning services may preclude the contractor from submitting proposals in response to solicitations or working on other Government contracts and/or task orders, as either a prime contractor or sub-contractor, for procurements, contracts, and/or task orders on which contractor personnel are providing acquisition and strategic planning support services. This restraint also applies to future contracts and/or task orders when employees have privileged information that may subject the contractor to a conflict of interest.

Examples of service areas that are included under the Acquisition and Strategic Planning Services support area include, but are not limited to, the following:

Acquisition Planning
Accounting
Administrative Support
Budget Analysis
Budget Documentation Support
Contract Planning
Cost Analysis and Estimating
Financial Advice
Financial and Performance Audits
Financial Planning
Human Resources Support
Liaison Support
Operations Management and Support
Planning, Programming, Budgeting and Execution (PPBE) Process Support
Policy and Regulation Development
Presentation Support
Program Analysis, Planning, Audits and Evaluation
Program/Budget Scheduling and Planning
Program Management
Public Affairs Support
Network Administration
Risk Management Support
Security Support
Strategic Planning
Technical Advice and Assistance
Technical Requirements Development

C.3.5 C4ISR Education and Training Services

C4ISR Education and Training Services include any services for training, education, and exercise support for C4ISR-related requirements.

Examples of service areas that are included under the Education and Training Services support area include but, are not limited to the following:

Computer System Training
Customized Business Training
Development of Training Manuals
Electronic Training Applications
Logistics Training
Mobile Training Facilities
New Equipment Training
Personal Computer Based Training
School House Training
C.4 Contract Requirements

The contractor shall provide the services required by individual task orders pursuant to the general requirements specified herein. Contract types may include both firm-fixed-price and cost reimbursement and will be determinate at the individual task order and contract line item (CLIN) levels.

C.4.1 Material, Equipment, and Facilities

The requirements shall be defined in the individual task order which will contain the specificity of requirements including accountability, documentation and reporting and tracking requirements.

C.4.1.1 Government Furnished Property (GFP)

GFP which includes Government Furnished Material (GFM), Government Furnished Information (GFI), and Government Furnished Equipment (GFE) may be provided as defined in each individual task order.

C.4.1.2 Government Facilities

Government office or laboratory space may be made available for performance of specific task orders. The contractor may be required to establish operations and support facilities and warehouses within a Government provided facility that complies with DOD and/or Department of State certification and accreditation requirements. Such facilities will be specified in the individual task orders.

C.4.1.3 Contractor Acquired Material, Property, Facilities, and Leases

Individual task orders shall define contractor acquired/provided material, equipment, and facilities including any hardware and/or software required. The contractor may be required to purchase any hardware and/or software necessary to accomplish each task order. Any purchased material shall be in accordance with the current Government Property requirements and shall be accounted for and maintained pursuant to applicable clauses. Software integrity shall be maintained by the contractor within the licensing agreement of the producer until such software is delivered to the Government, or otherwise disposed of in accordance with Government direction. Any purchased material shall become the property of the Government upon completion of the task order in accordance with the clauses in Section I of the contract and shall be accounted for and maintained pursuant to those clauses.

All leased equipment, property or other that is acquired by the contractor to support an individual task order shall be clearly defined and shall be established in the individual task order.

C.4.1.4 Warranty
C.4.2 Antiterrorism/Operational Security (AT/OPSEC) Requirements

Any or all of the following AT/OPSEC requirements may be included in the PWS for an individual task order as appropriate depending on the specific requirements of the task order.

C.4.2.1 AT Level I training. This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 30 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: http://jko.jten.mil

C.4.2.2 Access and general protection/security policy and procedures. This standard language is for contractor employees with an area of performance within Arm controlled installation, facility, or area. Contractor and all associated subcontractor employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

C.4.2.3 For contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

C.4.2.4 For contractors that do not require CAC, but require access to a DoD facility or installation. Contractor and all associated subcontractor employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at CONUS locations, in accordance with status of forces agreements and other theater regulations.

C.4.2.5 AT Awareness Training for Contractor Personnel Traveling Overseas. This standard language required US based contractor employees and associated subcontractor employees to make available and to receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit Awareness Training Officer (ATO) being the local point of contact.

C.4.2.6 iWATCH Training. This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award.

C.4.2.7 Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to government information systems. All contractor employees with access to a government info system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter.

C.4.2.8 For contracts that require a formal OPSEC program. The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan...
C.4.2.10 For information assurance (IA)/information technology (IT) training. All contractor employees and associated subcontractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoD 8570.01, DoD 8570.01-M and AR 25-2 within six months of appointment to IA/IT functions.

C.4.2.11 For information assurance (IA)/information technology (IT) certification. Per DoD 8570.01-M, DFARS 252.239.7001 and AR 25-2, the contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.

C.4.2.12 For contractors authorized to accompany the force. DFARS Clause 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States. The clause shall be used in solicitations and contracts that authorize contractor personnel to accompany U.S. Armed Forces deployed outside the US in contingency operations; humanitarian or peacekeeping operations; or other military operations or exercises, when designated by the combatant commander. The clause discusses the following AT/OPSEC related topics: required compliance with laws and regulations, pre-deployment requirements, required training (per combatant command guidance), and personnel data required.

C.4.2.13 For Contract Requiring Performance or Delivery in a Foreign Country, DFARS Clause 252.225-7043, Antiterrorism/Force Protection for Defense Contractors Outside the US. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingencies and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractors compliance with combatant commander and subordinate task force commander policies and directives.

C.4.2.14 For contracts that require handling or access to classified information. Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified Confidential, Secret, or Top Secret and requires contractors to comply with (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); (2) any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

C.4.2.15 Threat Awareness Reporting Program. For all contractors with security clearances. Per AR 381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training by a CI agent or other trainer as specified in 2-4b.

C.4.3 Travel

Costs for transportation shall be based upon mileage rates, actual costs incurred, or a combination thereof, provided the method used results in a reasonable charge. Travel costs will be considered reasonable and allowable only to the extent that they do not exceed on a daily basis, the maximum per diem rates in effect at the time of the travel. The Joint Federal Travel Regulations (JFTR), while not wholly applicable to contractors, shall provide the basis for the determination as to reasonable and allowable. Maximum use is to be made of the lowest available customary standard coach or equivalent airfare accommodations available during normal business hours. Necessary travel meeting the above requirements shall be reviewed and approved in advance by the authorized Government appointee (i.e. Contracting Officer, Contracting Officer Representative, or designee).

C.4.4 Contractor Program Management

Contractor employees performing services under this contract shall be controlled, directed and supervised at all times by management personnel of the contractor. The contractor's management shall ensure that employees properly comply with the performance standards outlined in this Performance Work Statement and as required by the contracting officer or the contracting officer's representative (COR). Contractor employees shall perform independent of and without the supervision of any Government official. Actions of contractor employees may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the U.S. Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government shall control access to the facility and shall perform the inspection and acceptance of completed work and tasks.

C.4.4.1 Work Control

All program requirements, contract actions and data interchange shall be conducted in a digital environment using electronic and web-based applications. At a minimum, such data shall be compatible with Microsoft Office 2007\ae and Microsoft 7\ae.
C.4.4.2 Quality Control

The contractor shall implement and maintain a Quality Assurance System to ensure product integrity that meets or exceeds the requirements established below. These requirements are commonly accepted practices employed by industry both in national and international environments. The contractor shall identify specific military/commercial standards/procedures to be used or applied prior to implementing the system.

C.4.4.2.1 Document Control

The contractor shall ensure that the latest revisions of drawings, specifications, work instructions, inspection/test instructions, and other documents required to satisfy the task order are utilized in production, inspection, and testing.

C.4.4.2.2 Records

The contractor shall maintain records of all inspections and tests to demonstrate that the quality approach satisfies contract and task order requirements.

C.4.4.2.3 Government Furnished Property (GFP) Management

For all GFP received under the task orders issued under the contract, the contractor shall be responsible for conducting all necessary examinations, inspections, maintenance, and tests. The contractor shall be responsible for reporting all inspection results, maintenance actions, losses, and damage to the Government.

C.4.5 Program Management Reviews (PMRs)

Designated contractor representatives shall participate in PMRs hosted by the Government in order to facilitate exchanges of information regarding the status of potential and awarded task orders, questions, and concerns regarding the program and contract.

C.4.6 Organizational Conflict of Interest (OCI) Mitigation

All functions related to acquisition or strategic planning support services shall be on an advisory basis only.

Task orders under this contract may require systems engineering, technical direction, specifications, work statements, and evaluations services. Therefore, some restrictions on future activities of the contractor may be required in accordance with FAR Subpart 9.5 and Clause H.9 of this contract, Organizational Conflict of Interest (OCI).

C.4.7 Common Access Card (CAC), Security Badges, and Civilian Identification (ID)

Contractor personnel may be required to have a valid Department of Defense (DoD) Common Access Card (CAC) if they are to be granted network access in performance of their duties. Contractor personnel shall return CACs to the sponsoring organization Security Officer when their employment as a DoD contract employee is terminated or the task order is complete, whichever occurs first. Contractor personnel who do not require network access do not require a CAC; however they may be required to obtain a security badge or civilian ID for physical access to Government sites.

The Contractor shall return any Government issued CACs, security badges, or civilian IDs to the COR or other designated security personnel.

C.5 Contract Deliverables

C.5.1 Enterprise-wide Contractor Manpower Reporting Application (eCMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under task orders on this contract for the ACC-APG via the eCMRA secure data collection site. The contractor is required to completely fill in all required data fields within the eCMRA using the following web address: http://www.ecmra.mil/

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at: http://www.ecmra.mil/

C.5.2 Data Deliverables

Technical data deliverables will be specified in individual task orders issued under the contract, either as CDRLs or as specified in the task order PWS. Data items ordered under individual task orders shall be prepared using standardized Data Item Descriptions (DIDs) listed in the DOD Acquisition Management System and Data Requirements Control List (AMSDL) current at the time of task order issuance. Deliverables may be required to be delivered as either hardcopy or electronic media or both as specified in the individual task order.
Digital signatures and handwritten signatures on scanned documents may be acceptable.

C.5.3 Products

All products will be delivered to the Government locations specified in the task order. Delivered products shall be accepted by authorized Government personnel via DD Form 250 or as specified in each individual task order. Inspection and acceptance will be specifically identified in each task order.

C.5.4 Contract Data Requirements Lists (CDRLs)

Deliverables may be incorporated through the attachment of a DD Form 1423 CDRL on individual task orders. Examples of CDRLs that may be used to support individual task orders include, but are not limited to, the following:

A001  DI-ADMN-81373  Presentation Material
A002  DI-ADMN-81505  Report, Record of Meeting/Minutes
B001  DI-ILSS-80872  Training Materials
C001  DI-IPSC-81442A Software Version Description
D001  DI-MGMT-80227  Progress, Status and Management Report
D002  DI-MGMT-80269  Government Furnished Equipment (GFE) Status Report
D003  DI-MGMT-81466A Performance Report
D004  DI-MGMT-80934A OPSEC Plan Security Report
D005  DI-MGMT-81334C Work Breakdown Structure
D006  DI-MGMT-81468  Funds Status Reports
D007  DI-MGMT-81650  Integrated Master Schedule (IMS)
E001  DI-MISC-80711A Scientific and Technical Reports
F001  DI-NDTI-80566A Test Plan
F002  DI-NDTI-80809A Test and Inspection Plan
G001  DI-SESS-81000C Product Drawings, Specifications and Associated Lists
G002  DI-SESS-81523B Training Conduct Support Document
H001  DI-TMSS-81666B Maintenance Manual Changes
H002  DI-TMSS-80527C Commercial off-the-shelf (COTS) Manuals and Associated Supplemental Data

C.5.5 Performance Requirements Summary (PRS)

<table>
<thead>
<tr>
<th>Metric</th>
<th>Performance Objective</th>
<th>Standard to be Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participation</td>
<td>Submit acceptable proposals in response to task order RFPs</td>
<td>At least one (1) acceptable proposal per 36 months of the ordering period</td>
</tr>
<tr>
<td>Cost Control</td>
<td>Manage all costs within the proposed costs and/or not-to-exceed cost ceiling for each contract line item</td>
<td>100% compliance; no contractor-induced cost overruns</td>
</tr>
<tr>
<td>Performance</td>
<td>Perform all contractual requirements in accordance with the PWS and PRS for individual task orders; few or no minor problems for which contractor corrective action is satisfactory</td>
<td>100% compliance; no Marginal or Unsatisfactory ratings for base IDIQ contract or individual task orders in CPARS</td>
</tr>
<tr>
<td>Utilization of Small Business</td>
<td>Meet all small business participation commitments for individual task orders; comply with PAR 52.219-8</td>
<td>Meet small business participation commitments within 5% of the overall goal for the task order; large businesses demonstrate a good</td>
</tr>
<tr>
<td>Organizational Conflicts of Interest (OCIs)</td>
<td>Identify potential OCIs in accordance with the base contract and the order RFP; comply with OCI mitigation plans when applicable</td>
<td>100% compliance</td>
</tr>
</tbody>
</table>

faith effort to meet goals of proposed subcontracting plan

*** END OF NARRATIVE C0001 ***
SECTION E - INSPECTION AND ACCEPTANCE

This document 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 these addresses:

https://acquisition.gov/far/index.html (FAR)


http://farsite.hill.af.mil/vfafara.htm (AFARS)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

<table>
<thead>
<tr>
<th>Regulatory Cite</th>
<th>Title</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>E-1</td>
<td>52.246-1 CONTRACTOR INSPECTION REQUIREMENTS</td>
<td>APR/84</td>
</tr>
<tr>
<td>E-2</td>
<td>52.246-4 INSPECTION OF SERVICES--FIXED-PRICE</td>
<td>AUG/96</td>
</tr>
<tr>
<td>E-3</td>
<td>52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT</td>
<td>APR/84</td>
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<td>E-4</td>
<td>52.246-7 INSPECTION OF RESEARCH AND DEVELOPMENT--FIXED PRICE</td>
<td>AUG/96</td>
</tr>
<tr>
<td>E-5</td>
<td>52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT</td>
<td>MAY/01</td>
</tr>
<tr>
<td>E-6</td>
<td>52.246-15 CERTIFICATE OF CONFORMANCE</td>
<td>APR/84</td>
</tr>
<tr>
<td>E-7</td>
<td>52.246-16 RESPONSIBILITY FOR SUPPLIES</td>
<td>APR/84</td>
</tr>
</tbody>
</table>

E.8 Inspection and Acceptance

Inspection and acceptance shall be determined for each individual task order. The task order RFP will identify the inspection and acceptance for the task order.

*** END OF NARRATIVE E0001 ***
This document 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 these addresses:

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<tbody>
<tr>
<td>F-1</td>
<td>STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)</td>
</tr>
<tr>
<td>F-2</td>
<td>F.O.B. DESTINATION</td>
</tr>
<tr>
<td>F-3</td>
<td>CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR</td>
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<tr>
<td></td>
<td>WATER TERMINAL TRANSSHIPMENT POINTS</td>
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<tr>
<td>F-4</td>
<td>F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY</td>
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<tr>
<td>F-5</td>
<td>REPORTING OF GOVERNMENT-FURNISHED PROPERTY</td>
</tr>
<tr>
<td>F-6</td>
<td>ITEM UNIQUE IDENTIFICATION AND VALUATION</td>
</tr>
</tbody>
</table>

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

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Governments unit acquisition cost" means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uid_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(i) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

<table>
<thead>
<tr>
<th>Contract Line, Subline, or Exhibit Line Item Number</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>-1-</strong>_________</td>
<td>-2-_______________</td>
</tr>
<tr>
<td><strong>-1-</strong>_________</td>
<td>-2-_______________</td>
</tr>
</tbody>
</table>
(ii) Items for which the Government’s unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

<table>
<thead>
<tr>
<th>Contract Line, Subline, or Exhibit Line Item Number</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number -5-.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number -6-.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or
(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Governments unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.
The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

1. End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

2. Embedded items shall be reported by one of the following methods--
   i. Use of the embedded items capability in WAWF;
   ii. Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or
   iii. Via WAWF as a deliverable attachment for exhibit line item number -7-, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

F.7 Place of Performance

The place(s) of performance for task orders will be determined for each task order based on the task order requirements and may include Government sites and/or contractor sites. The place of performance may be CONUS, OCONUS, or a combination of CONUS and OCONUS locations to support requirements throughout the world. The task order RFP shall identify the place(s) of performance for the task order.

*** END OF NARRATIVE F0001 ***

F.8 Period of Performance

F.8.1 The base ordering period for the RS3 multiple award IDIQ vehicle is five (5) years, with one five (5) year optional ordering period that may extend the cumulative ordering period of the contract to ten (10) years in accordance with FAR 52.217-9, Option to Extend the Term of the Contract, if exercised.

F.8.2 The Government may exercise the option for those contractors that have demonstrated successful performance on the contract and task orders. Successful performance is defined as meeting all of the following minimum requirements:

a. The contractor has submitted at least one acceptable proposal for a task order during the last 36 months of the base ordering period;

b. The contractor has had no contractor-induced cost overruns;

c. The contractor has received no Unsatisfactory ratings in CPARS for the RS3 contract or task orders under the contract;

d. The contractor has met or exceeded small business participation goals on all task orders, or is within 5% of total small
business participation goals on all task orders;

F.8.3 The Government may not exercise the option for those contractors who do not meet the requirements outlined in paragraph F.8.2 above.

F.8.4 Contractors may be required to continue services under a task order for up to five years after the expiration of the ordering period in accordance with FAR 52.216-22 (Section I).

F.8.5 The period of performance for task orders will be determined for each task order based on the task order requirements. The task order RFP shall identify the period of performance for the task order.

*** END OF NARRATIVE F0002 ***
SECTION G - CONTRACT ADMINISTRATION DATA
This document 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 these addresses:

https://acquisition.gov/far/index.html (FAR)
http://farsite.hill.af.mil/vfafara.htm (AFARS)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

<table>
<thead>
<tr>
<th>Regulatory Cite</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>G-1</td>
<td>252.232-7006</td>
<td>WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS</td>
</tr>
</tbody>
</table>

FOR FIRM-FIXED-PRICE CLIN INVOICING ONLY:

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

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

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

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

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

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

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


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

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

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

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

2-in-1 Invoice

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

Inspection: Destination
Acceptance: Destination

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

<table>
<thead>
<tr>
<th>Field Name in WAWF</th>
<th>Data to be entered in WAWF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Official DoDAAC</td>
<td>TBD</td>
</tr>
<tr>
<td>Issue By DoDAAC</td>
<td>W15P7T</td>
</tr>
<tr>
<td>Admin DoDAAC</td>
<td>TBD</td>
</tr>
<tr>
<td>Inspect By DoDAAC</td>
<td>TBD</td>
</tr>
<tr>
<td>Ship To Code</td>
<td>N/A</td>
</tr>
<tr>
<td>Ship From Code</td>
<td>N/A</td>
</tr>
<tr>
<td>Mark For Code</td>
<td>N/A</td>
</tr>
<tr>
<td>Service Approver (DoDAAC)</td>
<td>TBD</td>
</tr>
<tr>
<td>Service Acceptor (DoDAAC)</td>
<td>TBD</td>
</tr>
<tr>
<td>Accept at Other DoDAAC</td>
<td>TBD</td>
</tr>
<tr>
<td>LPO DoDAAC</td>
<td>TBD</td>
</tr>
<tr>
<td>DCAA Auditor DoDAAC</td>
<td>TBD</td>
</tr>
<tr>
<td>Other DoDAAC(s)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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

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

TBD

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

TBD

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

FOR COST REIMBURSEMENT CLIN INVOICING ONLY:

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

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

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

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

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

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

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


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

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

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

   Cost Voucher

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

   Inspection: Destination
   Acceptance: Destination

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

   Routing Data Table*

<table>
<thead>
<tr>
<th>Field Name in WAWF</th>
<th>Data to be entered in WAWF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay Official DoDAAC</td>
<td>TBD</td>
</tr>
<tr>
<td>Issue By DoDAAC</td>
<td>W15P7T</td>
</tr>
<tr>
<td>Admin DoDAAC</td>
<td>TBD</td>
</tr>
<tr>
<td>Inspect By DoDAAC</td>
<td>TBD</td>
</tr>
<tr>
<td>Ship To Code</td>
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</tr>
<tr>
<td>Ship From Code</td>
<td>N/A</td>
</tr>
<tr>
<td>Mark For Code</td>
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</tr>
<tr>
<td>Service Approver (DoDAAC)</td>
<td>TBD</td>
</tr>
<tr>
<td>Service Acceptor (DoDAAC)</td>
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</tr>
<tr>
<td>Accept at Other DoDAAC</td>
<td>TBD</td>
</tr>
<tr>
<td>LPO DoDAAC</td>
<td>TBD</td>
</tr>
<tr>
<td>DCAA Auditor DoDAAC</td>
<td>TBD</td>
</tr>
<tr>
<td>Other DoDAAC(s)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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

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

   TBD

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

   TBD

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

   (End of clause)

G.2 Contractor Performance Assessment Reporting System (CPARS)

The use of the Contractor Performance Assessment Reporting System (CPARS) is required in order to document contractor performance on the HS3 multiple award IDIQ contract as well as on each individual task order. In order to ensure the timely completion of contractor performance reports/assessments within CPARS, specific roles within the CPARS system will be assigned as follows:

Assessing official: Contracting Officer or appointed COR
Contractor representative: Designated contractor representative
Training for all persons responsible for the preparation and review of performance assessments is available online at http://www.cpars.csd.disa.mil/allapps/cpartrng/webtrain/webtrainall.htm.

*** END OF NARRATIVE G0001 ***

G.3 Performance Requirements Summary (PRS)

A performance requirements summary (PRS) will be incorporated in each task order.

*** END OF NARRATIVE G0002 ***

G.4 Special Invoicing Instructions

Special invoicing instructions will be provided for each task order as appropriate. The contractor shall submit an electronic courtesy copy of an invoice to the designated Contracting Officer Representative (COR) via e-mail one week prior to submitting the invoice in WAWF.

*** END OF NARRATIVE G0003 ***
### SECTION H - SPECIAL CONTRACT REQUIREMENTS

<table>
<thead>
<tr>
<th>Regulatory Cite</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>H-1</td>
<td>252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS</td>
<td>DEC/2010</td>
</tr>
</tbody>
</table>

**H.2 Minimum Guarantee and Ordering Procedures**

Task orders will be awarded in accordance with FAR 16.505. The Government has no obligation to issue any task orders except for the minimum guarantee of $500.00. If a task order is awarded to the contractor during the first three years of the base ordering period, the amount of the minimum guarantee will be de-obligated. If a task order is not awarded to the contractor during the first three years of the base ordering period, the contractor may submit an invoice for the minimum guarantee amount at the end of the third year of the base ordering period.

In the event of any inconsistency between a task order and the contract, the contract shall control.

**H.2.1 In accordance with FAR 16.505(b), the Contracting Officer reserves to right to tailor procedures to each task order and shall state the procedures in the task order request for proposal (RFP).**

**H.2.2 Task orders will be awarded in accordance with FAR 16.505 and FAR 52.216-19. Only the Contracting Officer (KO) has the authority to award task orders against this contract.**

**H.2.3 Contractor may choose whether or not to submit proposals in response to task order RFPs at their discretion. Contractor shall propose in accordance with the RFP issued for each task order.**

**H.2.4 In the event a task order is restricted to small businesses in accordance with H.3, the RFP for the task order shall indicate the restriction. Only contractors eligible to compete as a small business may submit a proposal in response to the task order RFP.**

**H.2.5 If a task order RFP does not indicate any restriction to small businesses, then any contract holder, including large businesses and small businesses, may submit a proposal in response to the task order RFP.**

**H.2.6 Only the contract holder, designated by the CAGE code in the awarded contract SF 26, Block 7, may submit a proposal in response to a task order RFP. In a task order proposal, any supporting documentation or information (such as rates) submitted under a different CAGE code, including those within the legal entity of the contract holder, will be considered that of a subcontractor and evaluated as appropriate in accordance with the task order RFP.**

**H.2.7 The task order ombudsman for the Army Contracting Command - Aberdeen Proving Ground will be identified in each task order RFP.**

*** END OF NARRATIVE H0001 ***

**H.3 Task Orders Restricted to Small Businesses**

**H.3.1 The Government will conduct market research for each individual task order through the issuance of a request for information (RFI) specific to the requirements of the task order. When the results of this market research indicate that two or more capable small businesses intend to propose, the following task orders will be restricted to small businesses:**

- a. Task orders under $10 million,
- b. Task orders for acquisition and strategic planning services in accordance with PWS paragraph C.3.4, or
c. Task orders for which the Contracting Officer determines it is in the best interest of the Government to set aside the task order for any small business concerns identified in FAR 19.000(a)(3) in accordance with FAR 16.505(b)(2)(i)(F).

**H.3.2 The task order RFP shall indicate if the task order is restricted to small businesses.**

**H.3.3 If a task order is restricted to small businesses, and only one proposal or no proposal is received, the RFP may be released again to all contract holders with no restrictions for up to an additional thirty (30) days.**

**H.3.4 The Contracting Officer will determine if a task order is for predominantly acquisition and strategic planning services prior to the release of the task order RFP.**

**H.3.5 Any proposals submitted for a task order restricted to small businesses shall include the following representation:**

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 541712 assigned to contract number TBD.
H.4 On-Ramps and Off-Ramps

H.4.1 The objective of an on-ramp is to maintain competitive sources for task orders and/or to obtain access to additional technologies and capabilities. The objective of an off-ramp is to reduce administrative burden and costs for the Government and contractors and to maintain streamlined and efficient processes on the contract. The Government reserves the right to review all contracts under the RS3 multiple award IDIQ vehicle to determine if the need exists to add additional contracts, and/or to determine if it is appropriate to remove existing contracts.

H.4.2 The Contracting Officer may conduct market research to assess additional technologies and capabilities available in the open market. The Contracting Officer may also assess contractor performance and the amount of competition available. The Government may evaluate the benefit of conducting an on-ramp on the multiple award IDIQ vehicle on an annual basis. The Government will strongly consider on-ramps in years three (3) and six (6) of the ordering period. However, the Government may conduct an on-ramp in any year of the ordering period in order to maintain adequate competition or to obtain access to additional technologies and capabilities.

H.4.3 During an on-ramp, offerors who are not already a contract holder may be eligible to obtain a contract under the RS3 multiple award IDIQ vehicle. Current contract holders shall not submit a proposal for a new contract during the on-ramp and shall continue with their existing contract.

H.4.4 The Government may conduct an on-ramp to this contract in accordance with the following:

a. Notice of an on-ramp solicitation and the on-ramp procedures will be publicized on the FedBizOpps website;
b. The solicitation may identify the total approximate number of new contract awards the Government intends to make, however the actual number of awards may depend on the number of quality proposals received;
c. The basis for award under the solicitation will be substantially the same as the original solicitation;
d. The terms and conditions of any contracts resulting from the solicitation will be materially identical to the current version of the existing contracts under the RS3 multiple award IDIQ vehicle;
e. The ordering period of any new contracts resulting from the solicitation will be coterminous with the ordering period of the existing contracts under the RS3 multiple award IDIQ vehicle;
f. If awarded a contract resulting from the solicitation, any new contractor will be eligible to submit a proposal in response to a task order RFP with the same rights and obligations as any other contractor on the RS3 multiple award IDIQ vehicle; and
g. The award of any new contracts will not increase the existing overall ceiling amount of the RS3 multiple award IDIQ vehicle.

H.4.5 The Government may evaluate the benefit of conducting an off-ramp on the multiple award IDIQ vehicle on an annual basis. The Government will strongly consider off-ramps in years three (3) and eight (8) of the ordering period. However, the Government may conduct an off-ramp in any year of the ordering period in order to reduce administrative burden and costs for the Government and contractors and to maintain streamlined and efficient processes on the contract.

H.4.6 Any contractor that has not submitted an acceptable proposal for a task order in 36 months, has had any contractor-induced cost overruns, has any Unsatisfactory performance ratings in CPARS for the RS3 contract or task orders under the contract, or has not met small business participation commitments on task orders within 5% of the overall goals for the task order may be off-ramped.

H.4.7 The Government may off-ramp a contractor in accordance with the following:

a. The Contracting Officer will effect a no-cost settlement instead of issuing a termination notice if applicable;
b. The Contracting Officer will implement a termination for convenience in accordance with FAR clause 52.249-2, 52.249-4, 52.249-6, or 52.249-8 as applicable;

H.4.8 Any contractor that is off-ramped shall not receive any further task order awards under this contract. However, any contractor that is off-ramped shall be responsible to continue performance on existing task orders in accordance with the terms and conditions of the task orders, including task order option periods, if exercised.

*** END OF NARRATIVE H0003 ***
payment of money by the Government. The COR does not have the authority to take any action that may affect contract or task order schedules, funds, or scope. All contractual agreements, commitments, or modifications that involve price, quantity, quality, schedules or other terms and conditions of the contract or task order shall be made by the Contracting Officer only.

H.5.2 Technical Guidance Letters (TGL)

H.5.2.1 As necessary, the COR may issue technical guidance letters (TGL) in order to provide technical guidance or clarification concerning the details of specific services to be performed under a task order. To be valid a TGL shall be within the general scope of work stated in the task order and it shall not require any adjustment to the price, fee, estimated costs, or delivery terms of the task order.

H.5.2.2 Each TGL issued hereunder is subject to the terms and conditions of this contract. The TGL shall be in writing and shall include, as a minimum, the following information:

a. Effective date of the TGL;
b. Contract number, task order number, and sequential TGL number; and
c. Reference to the relevant section of the PWS for the task order.

H.5.2.3 The contractor shall not comply with any TGL it believes is not valid. In the event of a conflict between a TGL and the scope of the task order, the terms of the task order shall control. In the event of a conflict between a task order and the scope of the contract, the terms of the contract shall control. If the contractor believes or has reason to believe that a TGL is not valid, the contractor shall notify the Contracting Officer by email within two (2) business days of receiving the TGL in question. The Contracting Officer will give appropriate direction to the contractor and the COR to resolve the TGL issue.

H.5.2.4 Oral technical direction may be given by the COR only in emergency circumstances. The contractor shall notify the Contracting Officer by email that it has received such direction within 24 hours of receiving the directions. If the COR does not follow up the oral directions within two (2) business days by issuing a written TGL the contractor is to notify the Contracting Officer and cease compliance unless the contractor concurs the direction is a valid TGL. Contractors failure to comply with this clause is grounds for finding that incurred costs are not allowable.

*** END OF NARRATIVE H0004 ***

H.6 Small Business Participation

H.6.1 Small business participation goals shall be proposed for each task order in accordance with the RFP for the task order. Proposed small business participation goals for each task order shall be incorporated in the task order as a commitment and contractual requirement.

H.6.2 For each task order, contractors shall submit the small business participation report (Section J) to the Contracting Officer on the last day of each period of performance.

For example, if the total period of performance of a task order is two years as follows:

   Base Period: 5 September 2015  4 September 2016
   Option Period: 5 September 2016  4 September 2017,

then the contractor shall submit a small business participation report on 4 September 2016, then another small business participation report on 4 September 2017.

H.6.3 The assessing official shall include compliance with small business participation requirements in the performance assessment and reporting in CPARS.

*** END OF NARRATIVE H0005 ***

H.7 Fee

The maximum fee rates below apply to any and all cost plus fixed fee task orders and/or contract line item numbers (CLINs). The maximum fee rate for the optional ordering period also applies to any task orders that may extend beyond the optional ordering period. Contractors shall not propose fees for cost plus fixed fee task orders or CLINs that exceed the maximum fee rates as follows:

<table>
<thead>
<tr>
<th>Ordering Period</th>
<th>Task Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base</td>
<td>Non experimental, developmental, or research work</td>
<td>TBD%</td>
</tr>
</tbody>
</table>
H.8 Computer Hardware, Enterprise Software and Solutions (CHESS)

In accordance with Army Regulation (AR) 25-1, when procuring commercial off the shelf (COTS) software, desktops, notebook computers, video teleconferencing or other commercial IT equipment (e.g. routers, servers, printers) contractors shall use the Computer Hardware, Enterprise Software and Solutions (CHESS) contract vehicle at https://chess.army.mil. Contractors shall indicate CHESS items and use catalog prices in task order proposals. Contractors shall be authorized upon award to order through CHESS contract vehicles.

H.9 Travel

H.9.1 Travel arrangements, including extended travel, shall be provided to and are subject to approval by the COR in advance of travel.

H.9.2 Travel arrangements shall be made in accordance with the task order requirements. Contractor personnel may require theater clearance for some OCONUS locations. Contractor personnel are responsible for preparing and/or obtaining all required documentation required for OCONUS locations, including but not limited to, Technical Expert Status Accreditation (TESA) and visas. Travel to OCONUS locations shall be in accordance with the applicable laws, regulations, and policies, including but not limited to, TESA requirements and Status of Forces Agreement (SOFA) policies.

H.9.3 Costs for transportation shall be based upon mileage rates, actual costs incurred, or on a combination thereof, provided the method used results in a reasonable charge. Travel costs will be considered reasonable and allowable in accordance with FAR 31.205-46 and only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of the travel as set forth in the Joint Travel Regulations (JTR).

H.9.4 Maximum use is to be made of the lowest available customary standard coach or equivalent airfare accommodations available during normal business hours. Using Government funds to pay for premium travel (including first and business class) is not allowable unless specifically authorized. Exceptions for the use of premium travel shall be approved in writing by the COR prior to travel.

H.9.5 Contractors are required to register all OCONUS travelers in the Synchronized Deployment and Operational Tracker (SPOT) system as the single source to track all deployed contractor personnel supporting DoD military operations worldwide. Upon approval and signature by the Contracting Officer a letter of authorization (LOA) will be generated.

H.9.6 Additional compensation including danger or hardship pay, if necessary to obtain and/or retain contractor personnel, shall be considered reasonable and allowable only to the extent that they do not exceed the rates in effect at the time of travel as set forth by the Department of State.

H.9.7 The COR may approve temporary change of station (TCS) with limited allowances in lieu of temporary duty station (TDY) allowances when a contractor employee is relocated from one official work site to another, and then back to the original official work site, within a period of 6 to 30 months. If the relocation is a permanent change of station (PCS), then TCS allowances stop on the day the temporary official station becomes the permanent official station.

H.9.8 Relocation costs shall be actual costs incurred in accordance with the JTR. Relocation costs will be considered reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of the travel as set forth in the JTR.

H.10 Organizational Conflict of Interest (OCI)

H.10.1 All functions related to acquisition and strategic planning support services (PWS paragraph C.3.4) shall be on an advisory basis
H.10.2 Awardees of task orders for acquisition and strategic planning support services may provide systems engineering, technical direction, specifications, work statements, and evaluation support services. Therefore, some restrictions on future activities of the awardee may be required in accordance with FAR 9.5.

H.10.3 Contractor personnel providing acquisition and strategic planning support services shall be required to sign a non-disclosure agreement.

H.10.4 Award of a task order for acquisition and strategic planning services (PWS paragraph C.3.4) may preclude the contractor from submitting proposals in response to solicitations or working on other Government contracts and/or task orders, as either a prime contractor or sub-contractor, for procurements, contracts, and/or task orders on which contractor personnel are providing acquisition and strategic planning support services. This restraint also applies to future contracts and/or task orders when employees have privileged information that may subject the contractor to a conflict of interest. The contractors attention is directed to FAR Subpart 9.5 Organizational and Consultant Conflicts of Interest. The Government may require, with proposals for these task orders, 1) A signed Non-Compete agreement for any new work on which contractor personnel may provide acquisition and strategic planning support services, or 2) an OCI mitigation plan outlining the contractors plan to avoid and/or mitigate any potential or current OCI issues. The Non-Compete agreement shall include a statement that the contractor, any subsidiary, joint venture or team member, or other affiliate does not currently, and shall not in the future, hold any Government contracts or task orders that create an OCI issue from providing acquisition and strategic planning support services under this effort. The OCI mitigation plan shall include the contractors organizational structure and separation or firewalls of contractor employees performing this effort from the companies other operating groups, including access to databases and email.

H.10.5 If, during performance of a contract or task order, the contractor discovers an actual or potential OCI with respect to this contract or any task order under this contract, the contractor shall make an immediate and full disclosure in writing to the Contracting Officer. The disclosure shall include identification of the conflict, the manner in which it arose, and a description of the action the contractor has taken or proposes to take to avoid, eliminate, or neutralize the conflict.

H.10.6 After any documents for a requirement or task order have been released, even if only in draft form, contractors shall not communicate with anyone other than the Contracting Officer or contract specialist; this includes any requiring activity, or the designated Contracting Officer Representative (COR) or Technical Representatives. Contacting any other Government personnel other than the Contract Specialist or Contracting Officer identified may result in an organizational conflict of interest (OCI) and may result in an offeror being excluded from competition and award.

*** END OF NARRATIVE H0009 ***

H.11 Safety and Environmental Considerations

Contractors shall comply with all applicable federal, state, and local safety, health and environmental regulations.

3.11.1 System Safety and Health Hazards

Contractors shall identify and evaluate system safety and health hazards, define risk levels, and establish a program that manages the probability and severity of all hazards associated with the performance of the requirements of a task order. All inherent safety and health hazards shall be identified, evaluated and either eliminated or controlled to ensure minimum risk to the environment and personnel. Contractors shall keep records in accordance with this requirement for the life of the contract plus two years. These records shall be made available to the Government upon request. Contractors shall use the DoD Standard Practice for System Safety, MIL-STD-882E, in all developmental and sustaining activities. Contractors shall integrate the Environment, Safety, and Occupational Health (ESOH) risk management strategy into the systems engineering process.

3.11.2 Hazardous Materials

Contractors shall implement a hazardous material management program to reduce and control hazardous materials used in the performance of task orders under this contract. The use of hazardous or corrosive materials shall be reduced in accordance with DoD Instruction 4715.4.

3.11.3 Pollution Prevention

Contractors shall implement a pollution prevention program to minimize the environmental impact and costs associated with environmental compliance. Pollution shall be prevented or reduced at the source whenever feasible. Pollution that cannot be prevented or recycled shall be processed in an environmentally safe manner, and in accordance with applicable environmental regulations.

*** END OF NARRATIVE H0010 ***
H.12 Use of Non-Government Advisors

In accordance with FAR 37.204, the Government may use non-Government advisors for the evaluation or analysis of task order proposals. All non-Government advisors are required to sign a Non-Disclosure Agreement. The employer for each non-Government advisor will be disclosed to contractors in the task order RFP documents. Contractors shall execute the non-disclosure agreements with non-Government Advisors and provide the agreements to the Contracting Officer. The Contracting Officer shall obtain copies of agreements between the non-Government advisor and contractors to ensure they are properly executed. In the event that the contractor identifies an actual or apparent organizational conflict of interest exists regarding non-Government advisors, the contractor shall notify the Contracting Officer immediately.

*** END OF NARRATIVE H0011 ***

H.13 Hours of Work

H.13.1 Work within the continental limits of the United States and its possessions shall not normally exceed eight (8) hours per day or forty (40) hours per normal work week. Work hours OCONUS shall correspond to hours worked by comparable Government personnel.

H.13.2 The contractor work week is forty (40) hours. Contractors shall obtain authorization from the COR prior to incurring any hours in excess of the contractor work week in accordance with the task order. Any services that extend beyond the forty (40) hours in a given calendar week shall be proposed and billed in accordance with the uncompensated overtime rate as defined in FAR 52.237-10.

H.13.3 Contractor personnel performing at a Government site shall observe federal holidays and other days identified in this section unless otherwise indicated in a task order.

The Government observes the following days as holidays:

- New Years Day
- Birthday of Martin Luther King, Jr.
- Washingtons Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

In addition to the days designated as holidays, the Government may also observe any day designated by Federal Statute, Executive Order, or Presidents Proclamation.

*** END OF NARRATIVE H0012 ***

H.14 Government Site Closures

H.14.1 All or part of a Government site may be closed in response to an unforeseen emergency. Such emergencies may include, but are not limited to, adverse weather such as snow or flood, a natural disaster such as tornado or earthquake, or a site disaster such as a gas leak or fire. Contractor personnel are non-essential personnel for purposes of any instructions regarding such emergencies.

H.14.2 Contractor personnel shall be officially dismissed upon notification of a Government site closure in accordance with paragraph H.14.1. Contractor personnel shall promptly secure all Government furnished property appropriately and evacuate in an expedient but safe manner.

H.14.3 Regarding Government site closure notifications, contractors shall follow instructions for non-essential personnel provided by local radio, television, official websites, and/or official Government site hotlines. Contractors may not receive any other form of notification of a Government site closure from the Government. If a decision to close all or part of a Government site is made during the duty day and the decision is transmitted through official notification channels, contractors shall follow the instructions provided.

H.14.4 Regarding the requirements of a task order under this contract, the Government shall retain the following options:

a. The Government may grant an extension for any task order delayed by the closure equal to the time of the closure, subject to the
availability of funds.

b. The Government may forego work. Contractors shall not receive payment for any work not performed.

c. The Government may reschedule the work on any day that is mutually satisfactory.

d. The Government may, at its discretion, permit the contractor personnel to perform at an off-site location during the period of the Government site closure, if meaningful work can be accomplished. The contractor shall certify to the Government in writing within five (5) business days of returning to the Government site the nature and scope of the work completed off-site. If applicable, the contractor shall be permitted to bill the Government at the labor rates identified in the task order.
H.18     Service Contract Act (SCA) Compliance Requirement

H.18.1 Task orders issued under this contract are subject to the Service Contract Act (SCA), though the exact places of performance are unknown. Labor categories may vary based upon contractor employment policies and labor agreements.

H.18.2 Consult the Department of Labor (DOL) website: www.dol.gov for specific location wage determinations as appropriate.

H.18.3 The offeror/contractor is responsible for ensuring that the rates proposed and billed for personnel on task orders subject to the SCA meet or exceed the corresponding minimum wages established by the DOL for the corresponding geographical region for task order performance.

*** END OF NARRATIVE H0017 ***

H.19     OCONUS Costs

For task orders issued that require performance in OCONUS locations, costs related to OCONUS performance including, but not limited to, Cost of Living, Hardship, Living Quarters, Education, Danger Pay, and Foreign Per Diem, shall be proposed and billed in accordance with Department of State guidelines.

*** END OF NARRATIVE H0018 ***

H.20     Contractor Point of Contact (POC) Requirement

It is the contractor's responsibility to provide the Contracting Officer with no more than two (2) accurate email addresses for the contractor. It is the contractor's responsibility to provide the Contracting Officer with an updated accurate email address in the event of address changes during the ordering period. Contractors may not be afforded additional time to respond to task order RFPs or additional time to perform awarded task orders as a result of the contractors failure to maintain an accurate email on record with the Contracting Officer.

*** END OF NARRATIVE H0019 ***

H.21     Enterprise-Wide Contractor Manpower Reporting Application (eCMRA):

The following clause will be included in each individual task order:

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under task orders on this contract for Responsive Strategic Sourcing for Services (RS3) via the eCMRA secure data collection site. The contractor is required to completely fill-in all required data fields within the eCMRA.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at: http://www.ecmra.mil/.

*** END OF NARRATIVE H0020 ***

H.22     Other Considerations

H.22.1 Additional CLINs may be added to task orders if necessary to meet the requirements of the task order. For example, CLINs may be added for ancillary items or data requirements.

H.22.2 The Government will not reimburse contractors for bid and proposal costs associated with any request for proposal for task orders awarded on a competitive, sole source, or single offer basis, any contract or task order modification, any on-ramp solicitation, or any no-cost settlement as a separate contract line item unless mutually agreed upon in writing. Any off-ramp determination will be governed by the applicable termination clause.
SECTION I - CONTRACT CLAUSES

This document 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 these addresses:

https://acquisition.gov/far/index.html (FAR)


http://farsite.hill.af.mil/vfafa.htm (AFARS)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

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This clause shall be filled in on orders for which it is applicable.

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

   (i) Target cost, as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

   (2) Target fee, as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) Withholding of payment. (i) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

   (2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or $100,000, whichever is less, to protect the Government’s interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years’ settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor’s past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable.

   (i) The fee payable under this contract shall be the target fee increased by -1- cents for every dollar that the total allowable cost is less than the target cost or decreased by -2- cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than 3- percent or less than -4- percent of the target cost.

   (2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (a)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of --

   (i) Payments made under assignments; or

   (ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

   (3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

   (4) For the purpose of fee adjustment, total allowable cost shall not include allowable costs arising out of --

   (i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

   (ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractors being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

   (iii) Any direct cost attributed to the Contractors involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

   (iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

   (v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

   (vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and
against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in total allowable cost for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of Clause)

I-212 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 $150,000, 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 $37,400,000,000;

(2) Any order for a combination of items in excess of $37,400,000,000; or

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

(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) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 -5- days after issuance, with written notice stating the Contractors 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)

I-213 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 contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after sixty (60) months after the expiration of the optional ordering period.

(End of Clause)

I-214 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 no later than ten (10) days prior to the expiration of the contract.

(End of Clause)


(a) The Government may extend the term of this contract by written notice to the Contractor no later than one (1) day prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years.

(End of Clause)

I-216 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014) JUL/2014

Notice: The following term(s) of this clause are waived for this contract: None.

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-217 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES MAY/2014

This clause will be filled in on task orders for which it is applicable.

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

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(End of Clause)

I-218 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES MAR/2008

This clause will be filled in on task orders for which it is applicable.
(a) Definitions. As used in this clause

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) General.

(1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see http://aoprrls.state.gov/Web920/danger--pay--all.asp); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/ persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) Preliminary personnel requirements. (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.
(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at http://www.travel.state.gov.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) Personnel data. (1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.
(h) Contractor personnel. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) Weapons.

(i) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(ii) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(iii) The Government may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(ii) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(iii) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(A) Are adequately trained to carry and use them--

(B) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(C) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(iv) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(v) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) Military clothing and protective equipment.

(i) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(ii) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) Evacuation.

(i) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(ii) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) Personnel recovery.

(i) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(ii) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action,
diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) Notification and return of personal effects.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event procured, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2)(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger--pay--all.asp); or

(ii) That the Contracting Officer has indicated is subject to this clause.

(End of clause)
contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to --

(1) An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;

(2) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or

(3) A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

(c) This patent indemnification shall cover the following items:

This patent indemnification shall be applicable to any patent claims or suits against the Government arising out of any activity occurring pursuant to this contract regarding the making, use, or sale of any items, or materials; or the practicing of any processes; which, in either case, have been sold or offered for sale by the contractor or its subcontractors hereunder to the public, in the commercial open market, and to such items, materials, or processes with relatively minor modifications thereto.

(End of Clause)
(ii) The Contractor’s license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) Contractor’s obligations. (i) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it to writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(ii) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(iii) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(iv) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(i), (c)(2), and (c)(3) of this clause.

(d) Government’s rights--(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention--

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world. The license shall include the right of the Government to sublicense foreign governments, their nationals and international organizations pursuant to the following treaties or international agreements: -1-

(e) Contractor action to protect the Government’s interest. (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to--

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor’s format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government’s rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(5) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall--

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications. -2-

(k) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.
(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor’s subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes statute in connection with proceedings under paragraph (h) of this clause.

(End of clause)

I-221 52.232-16 PROGRESS PAYMENTS APR/2012

This clause shall be filled in on orders for which it is applicable.

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of $2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractors total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractors payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to the subcontractors or suppliers, except for--

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.
The total amount of progress payments shall not exceed 80 percent of the total contract price.

If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

1. The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

2. Performance of this contract is endangered by the Contractors --

   (i) Failure to make progress; or
   (ii) Unsatisfactory financial condition.

3. Inventory allocated to this contract substantially exceeds reasonable requirements.

4. The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

5. The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

6. The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

Title.

1. Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

2. Property, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

   (i) Parts, materials, inventories, and work in process;

   (ii) Special tooling and special test equipment to which the Government is to acquire title;

   (iii) Nondurable (i.e., noncapital) tools, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

   (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

3. Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

4. The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officers approval, but the proceeds shall be credited against the costs of performance.

To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officers advance approval of the action and the terms. The Contractor shall
(i) exclude the allocable costs of the property from the costs of contract performance, and

(ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause,

(i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and

(ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Governments rights and remedies under this clause --

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

1. The amounts included are limited to --
   (i) The unliquidated remainder of financing payments made; plus
   (ii) Any unpaid subcontractor requests for financing payments.

2. The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

3. If the financing payments are in the form or progress payments, the terms of the subcontract or interdivisional order concerning progress payments --
   (i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;
   (ii) Are at least as favorable to the Government as the terms of this clause;
   (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;
   (iv) Are in conformance with the requirements of FAR 32.504(e); and
   (v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if --
       (A) The Contractor defaults; or
       (B) The subcontractor becomes bankrupt or insolvent.

4. If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments --
   (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
   (ii) Are in conformance with the requirements of FAR 32.504(f); and
   (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if --
       (A) The Contractor defaults; or
       (B) The subcontractor becomes bankrupt or insolvent.

5. If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments --
   (i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;
   (ii) Are in conformance with the requirements of FAR 32.504(g); and
   (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if --
       (A) The Contractor defaults; or
       (B) The subcontractor becomes bankrupt or insolvent.

6. If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

7. Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the
Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 1st day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinitizedelivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)
The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractors --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) Property, as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(i) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officers approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officers advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --
(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractors records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractors records and to examine and verify the Contractors performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Governments rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractors request for performance-based payment. The Contractors request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contracts description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractors certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:
I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____________), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____________) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____________; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

I-223 52.244-2 SUBCONTRACTS OCT/2010

(a) Definitions. As used in this clause

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: None.

(e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.
(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor’s certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: None.

(End of clause)
If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

Orders may be issued orally only if authorized in the schedule.

(End of Clause)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is:

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from 1-

(End of clause)

This clause shall be filled in on orders for which it is applicable.

(a) As the Contractor represented in its offer, the contract price, including the prices in subcontracts awarded under this contract, does not include taxes from which the United States Government is exempt.

(b) The United States Government is exempt from payment of Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy.

(1) The Contractor shall include the following information on invoices submitted to the United States Government:

(i) The contract number.

(ii) The IVA tax exemption claimed pursuant to Article 72 of Decree Law 633, dated October 26, 1972.

(iii) The following fiscal code is: -1-

(2) Upon receipt of the invoice, the paying office will include the following certification on one copy of the invoice:

I certify that this invoice is true and correct and reflects expenditures made in Italy for the Common Defense by the United States Government pursuant to international agreements. The amount to be paid does not include the IVA tax, because this transaction is not
subject to the tax in accordance with Article 72 of Decree Law 633, dated October 26, 1972.

An authorized United States Government official will sign the copy of the invoice containing this certification.

(ii) The paying office will return the certified copy together with payment to the Contractor. The payment will not include the amount of the IVA tax.

(iii) The Contractor shall retain the certified copy to substantiate non-payment of the IVA tax.

(3) The Contractor may address questions regarding the IVA tax to the Ministry of Finance, IVA Office, Rome (06) 520741.

(c) In addition to the IVA tax, purchases by the United States Forces in Italy are exempt from the following taxes:

(1) Imposta di Fabbacificazione (Production Tax for Petroleum Products).

(2) Imposta di Consumo (Consumption Tax for Electrical Power).

(3) Dazi Doganali (Customs Duties).

(4) Tassa di Sbarco e dimbarco sulle Merci Transportate per Via Aerea e per Via Maritima (Port Fees).

(5) Tassa di Circolazione sui Veicoli (Vehicle Circulation Tax).

(6) Imposta di Registro (Registration Tax).

(7) Imposta di Bollo (Stamp Tax).

(End of clause)
timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled Disputes.

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled Default. The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled Termination for Convenience of the Government.

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract $-3-

\[
\begin{array}{ccc}
-4 & -5 & -6 \\
\hline
-4 & -5 & -6 \\
-4 & -5 & -6 \\
\end{array}
\]

\[
\begin{array}{c}
\text{Amount} \\
\hline
\end{array}
\]

\[
\begin{array}{c}
\text{Totals} \\
\hline
\end{array}
\]

(End of clause)
(2) Total costs incurred to date; _______________

(3) Enter the amount from (1c) or (2), whichever is less; ________

(4) Cumulative amount of payments previously requested; and ________

(5) Payment amount requested for the current performance-based payment(s) event(s) (3) – (4). _______________

(ii) The Contractor shall not submit payment requests more frequently than monthly.

(iii) Incurred cost is determined by the Contractor's accounting books and records, which the contractor shall provide access to upon request of the Contracting Officer for the administration of this clause.

(End of clause)

I-229        252.235-7010     ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER         MAY/1995
This clause shall be filled in on orders for which it is applicable.

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the -1- under Contract No. -2-.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the -1-.

(End of clause)

I-230        252.237-7019     TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES     JUN/2013

(a) Definitions. As used in this clause

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Detainee means a person in the custody or under the physical control of the Department of Defense on behalf of the United States Government as a result of armed conflict or other military operation by United States armed forces.

Personnel interacting with detainees means personnel who, in the course of their duties, are expected to interact with detainees.


(1) The Combatant Commander responsible for the area where a detention or interrogation facility is located will arrange for training to be provided to contractor personnel interacting with detainees. The training will address the international obligations and laws of the United States applicable to the detention of personnel, including the Geneva Conventions. The Combatant Commander will arrange for a training receipt document to be provided to personnel who have completed the training.

(2) (i) The Contractor shall arrange for its personnel interacting with detainees to

   (A) Receive the training specified in paragraph (b) (1) of this clause

   (1) Prior to interacting with detainees, or as soon as possible if, for compelling reasons, the Contracting Officer authorizes interaction with detainees prior to receipt of such training; and

   (2) Annually thereafter; and

   (B) Provide a copy of the training receipt document specified in paragraph (b) (1) of this clause to the Contractor for retention.
(ii) To make these arrangements, the following points of contact apply:

Designated Contracting Officer Representative (COR)

(3) The Contractor shall retain a copy of the training receipt document(s) provided in accordance with paragraphs (b)(1) and (2) of this clause until the contract is closed, or 3 years after all work required by the contract has been completed and accepted by the Government, whichever is sooner.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)
The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

This clause shall be filled in on orders for which it is applicable.

(a) Definitions. As used in this clause

(1) Securing means the application of Government-approved telecommunications security equipment, devices, techniques, or services to contractor telecommunications systems.

(2) Sensitive information means any information the loss, misuse, or modification of which, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or Act of Congress to be kept secret in the interest of national defense or foreign policy.

(3) Telecommunications systems means voice, record, and data communications, including management information systems and local data networks that connect to external transmission media, when employed by Government agencies, contractors, and subcontractors to transmit

(i) Classified or sensitive information;

(ii) Matters involving intelligence activities, cryptologic activities related to national security, the command and control of military forces, or equipment that is an integral part of a weapon or weapons system; or

(iii) Matters critical to the direct fulfillment of military or intelligence missions.

(b) This solicitation/contract identifies classified or sensitive information that requires securing during telecommunications and requires the Contractor to secure telecommunications systems. The Contractor agrees to secure information and systems at the following location: -1-

(c) To provide the security, the Contractor shall use Government-approved telecommunications equipment, devices, techniques, or services. A list of the approved equipment, etc. may be obtained from -2-. Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with -3-.

(d) Except as may be provided elsewhere in this contract, the Contractor shall furnish all telecommunications security equipment, devices, techniques, or services necessary to perform this contract. The Contractor must meet ownership eligibility conditions for communications security equipment designated as controlled cryptographic items.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require securing telecommunications.

(End of clause)
(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney-client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

*Principal* means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

*Subcontract* means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

*Subcontractor* means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

*United States,* means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.
(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(2) An internal control system.

(i) The Contractors internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractors internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.
(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5,500,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-234         52.204-21        BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS              JUN/2016
(a) Definitions. As used in this clause--

*Covered contractor information system* means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

*Federal contract information* means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

*Information* means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

*Safeguarding* means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(i) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(ii) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(iii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iv) Verify and control/limit connections to and use of external information systems.

(v) Control information posted or processed on publicly accessible information systems.

(vi) Identify information system users, processes acting on behalf of users, or devices.

(vii) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(viii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(ix) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(x) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(xi) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xii) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xiii) Identify, report, and correct information and information system flaws in a timely manner.

(xiv) Provide protection from malicious code at appropriate locations within organizational information systems.
(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

I-235 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-236 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS OCT/2014

(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

____ Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds $25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than $25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)
"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/content/table-small-business-size-standards

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code ______________ assigned to contract number ____________________. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)
(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-239 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES JUL/2014

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-240 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL JUN/2016

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

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide’s global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (http://www.epa.gov/snap/).

"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.

"Ozone-depleting substance" means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *_______*, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall--

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by--

(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and
(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to http://www.sam.gov/, for FY17 and after--

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA’s SNAP program (available at http://www.epa.gov/snap) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at http://www.epa.gov/snap.

(End of clause)

I-241 52.223-20 AEROSOLS JUN/2016

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

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide’s global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at http://www.epa.gov/snap/.

"Hydrofluorocarbons" means compounds that contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, or emissions of high global warming potential hydrofluorocarbons, when feasible, from aerosol propellants or solvents under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as--

(1) In-use emission rates, energy efficiency;

(2) Safety, such as flammability or toxicity;

(3) Ability to meet technical performance requirements; and

(4) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA’s SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at http://www.epa.gov/snap/.

(End of clause)

I-242 52.230-2 COST ACCOUNTING STANDARDS OCT/2015

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on
(4)(i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of $750,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)
(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

*** END OF NARRATIVE I0001 ***

52.204-15  Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014)

(a) Definition.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractors supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractors general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October1-September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractors failure to comply with the reporting requirements a part of the Contractors performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report or document its rationale for the agency.

(f)

(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and DUNS number), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

*** END OF NARRATIVE I0002 ***

52.227-14 -- Rights in Data -- General (May 2014)

(a) Definitions. As used in this clause--
Computer database or database means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

Computer software documentation means owners manuals, users manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Form, fit, and function data means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

Limited rights means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

Limited rights data means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

Restricted computer software means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is copyrighted computer software, including minor modifications of the computer software.

Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

Unlimited rights means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(i) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.
(2) The Contractor shall have the right to

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause or; if such data are restricted computer software, the Government shall acquire a copyright license as set forth in subparagraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) of this clause and use of the notices is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at
any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officers decision. The Government shall continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officers determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Governments action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of this clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as a result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of such data, permission to have authorized notices placed on qualifying data at the Contractors expense, and the Contracting Officer may agree to do so if the Contractor

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may

(i) Permit correction of the notice at the Contractors expense if the Contractor identifies the data and demonstrates that the correct notice is authorized, or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(i) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.
Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of Clause)

*** END OF NARRATIVE I0003 ***

I-241 252.203-7998 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-00010) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

*** END OF NARRATIVE I0004 ***

I-242 252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-00010) (FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)
This provision will be included and filled in on task order RFPs for which it is applicable.

(a) Definitions. Product of Djibouti and service of Djibouti as used in this provision, are defined in the clause of this solicitation entitled Requirement for Products or Services of Djibouti (252.225-7983 (DEVIAATION 2015-O0012)).

(b) Representation. The Offeror represents that all products or services to be delivered under a contract resulting from this solicitation are products of Djibouti or services of Djibouti, except those listed in paragraph (c) of this provision.

(c) Other products or services. The following offered products or services are not products of Djibouti or services of Djibouti:

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<tr>
<th>Line Item Number</th>
<th>Country of Origin</th>
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(d) Evaluation. For the purpose of evaluating competitive offers, the Contracting Officer will increase by [Contracting Officer to specify percent in accordance with the USAFRICOM Commanders policy and contracting activity procedures_] percent the prices of offers of products or services that are not products of Djibouti or services of Djibouti.

(End of provision)
(b) The Contractor shall exercise due diligence to ensure that none of their subcontracts are associated with a person or entities listed as a prohibited/restricted source in the System for Award Management at www.sam.gov.

(c) The Head of the Contracting Activity (HCA) has the authority to

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) and (b) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(d) The substance of this clause, including this paragraph (d), is required to be included in subcontracts under this contract that have an estimated value over $50,000.

(End of clause)

*** END OF NARRATIVE 10008 ***

1-246  252.225-7994  ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION [2015-00013]) (MARCH 2015)

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this contract are not

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over $100,000.

(End of clause)

*** END OF NARRATIVE 10009 ***

1-247  252.225-7995  CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2015-00009) (JAN 2015)

(a) Definitions. As used in this clause

Combatant Commander means the Commander of the United States Central Command Area of Responsibility.

Contractors authorized to accompany the Force, or CAAF, means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

Designated reception site means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.
Non-CAAF means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR).

(2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because

   (A) The Contractor cannot obtain effective security services;

   (B) Effective security services are unavailable at a reasonable cost; or

   (C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U.S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.
(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware

(i) Of the DoD definition of sexual assault in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or


(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following


(iii) Navy Criminal Investigative Service at http://www.ncis.navy.mil/Pages/publicdefault.aspx;


(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or
witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to

(A) Hold their own identity or immigration documents, such as passport or drivers license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal in-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All CAAF deploying in support of an applicable operation

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commanders website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the USCENTCOM AOR a copy of the Public Health Service Form 791, International Certificate of Vaccination that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance
with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF shall

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (g)(3) of this clause.

(2) Upon becoming an employee under this contract, the Contractor shall enter into SPOT, and shall continue to use SPOT web-based system to maintain accurate, up-to-date information throughout the employment in the AOR. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in the AOR with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.

(i) In all circumstances, this includes any personnel performing private security functions and CAAF.

(ii) For personnel other than those performing private security functions and CAAF, this requirement excludes anyone
(A) Hired under contracts valued below the simplified acquisition threshold;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System.

(3) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:
   (A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or
   (B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not
       authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(ii) To register in SPOT:
   (A) Contractor company administrators should register for a SPOT account at https://spot.dmdc.mil; and
   (B) The customer support team must validate user need. This process may take two business days. Company supervisors will be
       contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at https://spot.dmdc.mil/.

(iv) (A) Refer SPOT application assistance questions to the Customer Support Team at
   (1) Phone: 703-578-5407, DSN 312-698-5407; or
   (2) Email: dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil.

   (B) Refer to the SPOT OSD Program Support website at http://www.acq.osd.mil/log/PS/spot.html for additional training
       resources and documentation regarding registration for and use of SPOT.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor
    personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this
    contract. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this
    contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the
    continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer,
    Contracting Officers representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause
    and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to
    appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card,
    to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this
    contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by
    the Combatant Commander. If authorized to wear military clothing, contractor personnel must

   (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military
       personnel, consistent with force protection measures; and

   (ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required
    for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to
    ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by
    the Contracting Officer.

(j) Weapons.
(1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons

(i) Are adequately trained to carry and use them

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractors authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENTCOM AOR.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USCENTCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer
may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

(End of clause)

*** END OF NARRATIVE I0010 ***

(a) Definitions. As used in this clause
Access means the ability or opportunity to gain knowledge of Government or Government-related data or any other data collected or maintained on behalf of the United States Government under this contract.

Cloud computing means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

Government data means any information, document, media, or machine readable material, regardless of physical form or characteristics, that is created or obtained in the course of official Government business.

Government-related data means any information, document, media, or machine readable material, regardless of physical form or characteristics, that is created or obtained by a contractor through the storage, processing, or communication of Government data. This does not include a contractors business records, e.g., financial records, legal records, or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

Spillage means an unauthorized transfer of classified data or controlled unclassified information to an information system that is not accredited for the applicable security level of the data or information.

(b) Cloud security requirements. The Contractor shall adopt and maintain administrative, technical, and physical safeguards and controls that are required for the security level and services being provided, in accordance with the Cloud Computing Security Requirements Guide (SRG) (version in effect at the time of contract award) found at http://iase.disa.mil/cloud_security/Pages/index.aspx (Note: the new cyber incident reporting requirements of SRG section 6.4 become enforceable by the Government upon the effective date of the information collection governing the new reporting requirements (see DFARS case 2013-D018). However, this does not abrogate, limit, or otherwise affect the Contractors obligation to comply with any other cyber incident reporting or other reporting requirement that is contained in this contract).

(c) Limitations on access to, and use and disclosure of, government data and Government-related data.
(1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract or a task order issued hereunder.
   (i) If authorized by the terms of this contract or a task order issued hereunder, any access to, or use or disclosure of, Government data shall only be for purposes specified in this contract or task order.
   (ii) The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.
   (iii) These access, use, and disclosure prohibitions and obligations shall survive the expiration or termination of this contract.

(2) The Contractor shall use Government-related data only to manage the operational environment that supports the government data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

(d) Records management.
(1) The Contractor shall deliver to the Contracting Officer all Government data and Government-related data in the format specified in the schedule.

(2) The Contractor shall dispose of Government data and Government-related data in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.

(e) Notification of third party access to Government data. The Contractor shall notify the Government immediately of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or Local agency, that could result in the disclosure of any Government data to a
third party. The Contractor shall cooperate with the Government to take all measures to protect Government data from any loss or unauthorized disclosure that might reasonably result from the execution of any such request, warrant, seizure, subpoena, or similar legal process.

(f) Spillage. Upon written notification by the Government of a spillage, or the Contractor's discovery of a spillage, the Contractor shall coordinate immediately with the responsible Government official to correct the spillage in compliance with agency-specific instructions.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

*** END OF NARRATIVE I0011 ***

I-249 52.227-19--Commercial Computer Software License

(a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.

(b)

(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.

(2) The commercial computer software may be -

(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract;

(vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract:

Notice--Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are set forth in Government Contract No. [Contract Number].

(End of Clause)

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J.1 Note to Offerors Regarding Exhibit and Attachments

Exhibit A - CDRL D001
- No action is required by offeror for proposal submission.
- Will remain in awarded contract.

Attachment 0001 - Cost
- Shall be completed and submitted with proposal.
- Will not remain in awarded contract.

Attachment 0002 - SAMPLE Small Business Participation Report
- No action is required by offeror for proposal submission.
- Will remain in awarded contract.

*** END OF NARRATIVE J0001 ***
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions 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 provision may be accessed electronically at these addresses:

https://acquisition.gov/far/index.html (FAR)
http://farsite.hill.af.mil/vfafara.htm (AFARS)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

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(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[___] (i) Paragraph (d) applies.

[___] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to
solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--
Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7,
System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
(A) Are not set aside for small business concerns;
(B) Exceed the simplified acquisition threshold; and
(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--
Representation.

(vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is
expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.
This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place
of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the
Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the
contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be
performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at
52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the
solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is
anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial
items.

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to
solicitations expected to exceed $50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected
to exceed $500,000, which are issued after April 24, 2017.

NOTE to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the
order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA
will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the
use of USDAdesignated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and
Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of,
EPAdesignated items.
(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.204-20, Predecessor of Offeror.

___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

___ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPADesignated Products (Alternate I only).

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations. (1) The offeror represents as part of its offer that it [   ] is, [   ] is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [   ] is, [   ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [   ] is, [   ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

   (i) It [   ] is, [   ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

   (ii) It [   ] is, [   ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. (The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

   (i) It [   ] is, [   ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

   (ii) It [   ] is, [   ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. (The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [   ] is, [   ] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [   ] is, [   ] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--
(i) It [   ] is, [   ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [   ] is, [   ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:]

_____________________________________
_____________________________________

Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)
or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 22.1771. Applies to solicitations
with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign
country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities—Representations.
Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies
to all solicitations expected to result in contracts of $150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy) Representation. Applies to solicitations and contracts when contract performance will be
in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain) Representation. Applies to solicitations and contracts when contract performance will be
in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase
of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting
Officer:

___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.


___ (iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I.

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy AmericanFree Trade AgreementsBalance of Payments Program Certificate.

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at
https://www.acquisition.gov/. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the
representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and
paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable
to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the
date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror
to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are
also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and
certifications located in the SAM database.

(End of provision)

K-14  52.203-2  CERTIFICATE OF INDEPENDENT PRICE DETERMINATION  APR/1985

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

   (i) Those prices;
   (ii) The intention to submit an offer; or
   (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)

   (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

       [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

   (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

   (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

K-15  52.209-5  CERTIFICATION REGARDING RESPONSIBILITY MATTERS  OCT/2015

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

   (1) The Offeror and/or any of its Principals --

      (A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

      (B) Have ___ have not ___ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ___, have not ___, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

   (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

   (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

   (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

   (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

   (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

   (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

   (ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)
(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

   (i) In a criminal proceeding, a conviction.

   (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

   (iii) In an administrative proceeding, a finding of fault and liability that results in--

   (A) The payment of a monetary fine or penalty of $5,000 or more; or

   (B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

   (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

The offeror represents that --

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K-18 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K-19 52.227-6 ROYALTY INFORMATION APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of Provision)

K-20 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION OCT/2015

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure StatementCost Accounting Practices and Certification
(a) Any contract in excess of $750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror’s proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[ ] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

   (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

   (ii) One copy to the cognizant Federal auditor.

   (Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

   Date of Disclosure Statement: _________________________

   Name and Address of Cognizant ACO or Federal Official Where Filed: ___________________________________

   The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

   Date of Disclosure Statement: _________________________

   Name and Address of Cognizant ACO or Federal Official Where Filed: ___________________________________

   The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[ ] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[ ] (4) Certificate of Interim Exemption. The offeror hereby certifies that

   (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

   (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.
II. Cost Accounting Standards

Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] Yes  [ ] No

(End of provision)

K-21  52.230-7  PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES APR/2005

The offeror shall check yes below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[ ] Yes  [ ] No

If the offeror checked Yes above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)


(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
(b) The Offeror represents that--

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

(End of provision)

*** END OF NARRATIVE K0001 ***
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions 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 provision may be accessed electronically at these addresses:

https://acquisition.gov/far/index.html (FAR)
http://farsite.hill.af.mil/vfafara.htm (AFARS)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

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The Government contemplates award of an indefinite-delivery indefinite-quantity (IDIQ) contract resulting from this solicitation.

(End of Provision)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an Agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be filed with either the Contracting Officer or to HQAMC (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Army Contracting Command - APG
Attention: Ashley Keating, Contracting Officer
6001 Combat Drive
Aberdeen Proving Ground, MD 21005

OR

Headquarters U.S. Army Materiel Command
Office of Command Counsel - Deputy Command Counsel
4400 Martin Road
RM: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840 or e-mail: usarmy.redstone.usamc.mx.protests@mail.mil

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) Protest to the Contracting Officer shall be filed at:

Army Contracting Command - APG
Attention: Ashley Keating, Contracting Officer
L.14 General Instructions

L.14.1 Each offeror shall submit no more than one (1) proposal via email to the Contract Specialist, Katherine.c.thompson4.civ@mail.mil, and to the Contracting Officer, Ashley.e.keating.civ@mail.mil, no later than the date and time specified (Eastern Time) in Block 9 of the Standard Form 33. Offerors shall NOT submit proposals via the Army Single Face to Industry (ASFI) or FedBizOpps websites.

The subject line of the email submission shall include the phrase "SB RS3 Proposal Submission" (if proposing as a small business) OR "LB RS3 Proposal Submission" (if NOT proposing as a small business). The size per email shall not exceed 9MB. If necessary, offerors may submit multiple emails. If submitting multiple emails, the subject line shall include "Email 1 of 2", "Email 2 of 2", as appropriate to the number of emails submitted. Offerors shall not submit compressed or .zip files. If the offeror does not receive confirmation of receipt, it is the responsibility of the offeror to contact Ms. Thompson, 443-861-4876, or Ms. Keating, 443-861-4927, to confirm their proposal has been received.

L.14.2 All questions shall be submitted via email to Katherine.c.thompson4.civ@mail.mil and Ashley.e.keating.civ@mail.mil no later than 4:00 PM Eastern Time on April 2, 2015. Offerors shall NOT submit questions via the Army Single Face to Industry (ASFI) or FedBizOpps websites.

L.14.3 All communications shall be conducted only in writing and directly to the Contract Specialist or Contracting Officer as identified in the Standard Form 33 and above. Offerors shall not contact any other Government personnel other than the Contract Specialist or Contracting Officer identified. Contacting any other Government personnel other than the Contract Specialist or Contracting Officer identified may result in an organizational conflict of interest (OCI) and may result in an offeror being excluded from competition and award.

The offeror shall disclose any potential OCI situations with itself, subcontractors, partners or any other offeror as it applies to this solicitation for the RS3 base contract awards to the Contracting Officer as soon as the OCI is identified; including if identified prior to proposal submission, or the offeror shall submit an affirmation statement in its proposal that they are not aware of any OCI in accordance with L.15.1.e. The disclosure shall include the facts and an analysis of the actual or perceived conflict and recommend an approach to neutralize, mitigate, or avoid the potential conflict. The Contracting Officer will determine if resolution is necessary and promptly respond to resolve any potential conflicts, which may include notifying an offeror of their exclusion from the competition. If an offeror fails to submit either a disclosure of potential OCI situations or an affirmative statement that the offeror is not aware of any OCI, the offeror may not be considered for award in Phase 1.

L.14.4 Costs associated with the preparation and submission of any proposal in response to this solicitation (bid and proposal costs) are the responsibility of the offeror. Offerors are advised that the Government will not reimburse any offeror for bid and proposal costs, as a contract line item, associated with responding to this solicitation.

L.14.5 Each offeror's entire proposal shall remain valid through October 31, 2018. Offeror proposals that do not remain valid through October 31, 2018 shall not be considered for award. See Solicitation Paragraph L.15.1.2 for instructions.

L.14.6 Offerors shall not submit any assumptions, terms, conditions, caveats, or exceptions with proposals. All concerns shall be addressed by submitting questions by the date specified in this solicitation. If an offeror includes any assumptions, terms, conditions, caveats, or exceptions with proposals, the proposal may not be considered for award. The only exception to this requirement is as follows: If an offeror certifies for an exemption to the requirement for a disclosure statement in accordance with FAR 52.230-1 (Section K of this solicitation), the offeror shall state so in the Cost Narrative (see L.15.4.2.5).

L.14.7 The e-mail proposal submittal shall consist of separate files as set forth and named below. Microsoft Office 2007 software or higher, and Adobe software if applicable, shall be used to create the required files. Offerors may encrypt and/or password protect proprietary information as they see fit. However, if the Government is unable to access the documents, the proposal may not be considered for award. Proposals shall not contain any classified data or information.

The offeror shall prepare proposal as follows:

Cover Letter xxxx COVER MMDDYY.docx or .pdf Cover Letter (3 pages)

Volume 1 xxxx CORP MMDDYY.docx or .pdf Corporate Experience (9 pages)

Volume 2 xxxx PERF MMDDYY.docx or .pdf Past Performance (see page limits in L.15.3)
Offerers shall replace xxxx with the company name and MMDDYY with the date of the proposal. For example, OffererA CORP 021515.docx.

In order to reduce proposal size, proposals shall be limited to the number of pages outlined above for each volume. Page limit is viewed as total pages within a file including, but not limited to, table of contents, cover page, glossary page, etc. All proposal information shall be confined to the appropriate file. Pages containing text shall be typewritten using the standard letter size (8.5 x 11) in Microsoft Word. Text shall be in a minimum of twelve (12) point Times New Roman font and the page layout shall have no less than one inch (1) margins (not including required headers, footers, or Government documents such as the SF 33 and documentation from Government agencies). Any table or graphic shall have a minimum of ten (10) point Times New Roman font. All pages shall be appropriately numbered and marked with the complete company name, date, and solicitation number in the header or footer.

L.14.8 Cost information shall not be included in the Cover Letter or Volumes 1 or 2.

L.14.9 For cost proposal purposes only, the anticipated ordering period is ten (10) years with one five (5) year base ordering period and one optional five (5) year ordering period as follows:

Base Ordering Period: 29 July 2015 - 28 July 2020 (5 years)
Optional Ordering Period: 29 July 2020 - 28 July 2025 (5 years)

In accordance with FAR clause 52.216-22, contractors may be required to continue services under a task order for up to five years after the expiration of the ordering period.

L.15 Proposal Contents

All information the offeror intends to have considered shall be submitted with the initial proposal. Initial proposal shall contain the best offer. Offerors are responsible for including sufficient information to permit a complete, thorough, and accurate evaluation of the submitted proposal. Proprietary information shall be clearly marked.

L.15.1 Cover Letter

Offerors shall submit a cover letter on company letterhead. The cover letter shall not exceed three (3) pages. The following information shall be included in the cover letter:

a. The point of contact for the proposal, including the individuals name, company position/title, phone number, and e-mail address
b. A statement that the offeror is proposing as either a small business or a large business
c. An affirmative statement that the identified point of contact has the authority to enter into an agreement on behalf of the offeror's company
d. An affirmative statement of agreement to all terms, conditions, and provisions of this solicitation and that the proposal does not include any assumptions, terms, conditions, caveats, or exceptions (except as provided in L.15.4.2.5 if applicable)
e. An affirmative statement that the offeror is not aware of any OCI with itself, subcontractors, partners or any other offeror as it applies to this solicitation for the RS3 base contract awards, or an affirmative statement that any OCI that the offeror is aware of for any offeror as it applies to this solicitation has been disclosed to the Contracting Officer and the date it was disclosed, including if disclosed with proposal submission
f. DELETED
g. The offerors Commercial and Government Entity (CAGE) code, DUNS number, and cognizant DCAA and DCMA offices
h. Information in accordance with FAR 52.215-1(e)(1)
i. Information for SF 33 Block 15C, if applicable

L.15.1.1 Offerors shall attach to the cover letter any submissions required in accordance with Section K of this solicitation. Submission requirements for Section K are not included in the page limit for the cover letter.

L.15.1.2 SF 33 and SF 30 forms shall be signed as required in accordance with FAR 4.102. Digital signatures or handwritten signatures on a scanned copy are acceptable. Submission is required only via email, no hard copies are required. Submission of the SF 33 and SF 30 forms is not included in the page limit for the cover letter. By signing and submitting the signed SF 30 form for Solicitation Amendment 0011, the offeror acknowledges the Solicitation and Amendments 0001 through 0011 (with the exception of Amendment 0007, which was administratively canceled), and affirms the entire proposal will remain valid through October 31, 2018. Offeror proposals that do not remain valid through October 31, 2018 shall not be considered for award.

L.15.1.3 Offerors shall attach to the cover letter information in accordance with L-9, 52.237-10 -- Identification of Uncompensated Overtime. Submission of information in accordance with 52.237-10 is not included in the page limit for the cover letter.
L.15.2 Volume 1 Corporate Experience

L.15.2.1 Offerors shall submit three (3) examples of Government contracts or task orders to demonstrate corporate experience performing the types of services required in the RS3 performance work statement (PWS) (Section C of this solicitation) for Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR) services. Offerors shall submit Volume 1 using the same three (3) examples submitted for Volume 2 of this solicitation. Offerors shall not propose a base IDIQ contract or a Blanket Purchase Agreement (BPA) as an example, however offerors may propose individual orders as examples. One (1) contract, one (1) order, OR multiple orders under the same IDIQ contract or BPA for identical requirements, constitutes one (1) example.

Each example shall not exceed three (3) pages and shall include the following information:

a. Contract number, order number if applicable, CAGE code, DUNS number, and North American Industry Classification System (NAICS) code
b. Government requiring activity/customer agency
c. Final (actual) or projected final (if ongoing) start and end dates of the period of performance, including option periods
d. Percentage of effort, based on the total cost of the work in the proposed example, performed by the offeror itself as prime contractor or subcontractor at the time of the RS3 proposal submission
e. Description of the technical requirements and explanation of how they are the types of services required in the RS3 PWS for C4ISR services
f. Description of the specific tasks or activities performed by the offeror itself under the contract and explanation of how they are the types of services required in the RS3 PWS for C4ISR services

L.15.2.2 Each of the three (3) examples included in the corporate experience proposal shall meet all of the following minimum requirements:

a. Contract or order period of performance, including option periods, shall be, at a minimum, two (2) years
b. Any portion of contract or order performance occurred within three (3) years of the date of this solicitation
c. Percentage of effort, based on the total cost of the work required in the proposed contract or order, performed by the offeror as prime contractor or subcontractor is not less than 30%
d. The requirements of the contract or order are the types of services required in the RS3 PWS for C4ISR services
e. The specific tasks or activities performed by the offeror are the types of services required in the RS3 PWS for C4ISR services
f. Demonstrate that the offeror has performed multiple contracts and/or orders concurrently by demonstrating that the three proposed contracts/orders all have overlapping periods of performance.

NOTE: Offerors are NOT required to demonstrate experience in all areas of the RS3 performance work statement. Experience shall be demonstrated in at least one area of the RS3 performance work statement.

L.15.2.3 Predecessor companies. If the proposed corporate experience was performed by a predecessor company, provide the information for the contract of the predecessor company, document the history of the evolution from the predecessor company, and provide explanation for why the corporate experience information of the predecessor company should be attributed to the offeror, not to exceed one (1) page. Any corporate experience of a company that in the future might, but has not yet, become part of the offeror's company, including but not limited to any pending novation agreements, mergers, and acquisitions, will NOT be considered. Any corporate experience of a predecessor company or division divested away from the offeror also will NOT be considered. Submission requirements in accordance with L.15.2.3 are not included in the page limitations for L.15.2.1.

L.15.2.4 Offeror shall NOT propose corporate experience examples of subcontractors or teammates. If an offeror proposes corporate experience examples of subcontractors or teammates, the offeror shall be ineligible for award. If an offeror proposes an example under a different CAGE from the offeror, the offeror shall describe the relationship within the legal entity of the offeror and include an affirmative statement that the example was performed by the same legal entity as the offeror and is not the experience of a subcontractor or teammate.

L.15.2.5 Joint ventures. If an offeror proposes as a legal joint venture, the CAGE provided shall be specifically for the joint venture submitting the proposal as the offeror. If an offeror proposes using the CAGE for only one of the companies participating in the joint venture, that company shall be considered the one and only offeror, and the experience of partners, teammates, or subcontractors shall not be submitted. If an offeror proposes as a legal joint venture, experience examples from individual partners may be submitted; the offeror shall note the relationship of the partner to the joint venture.

L.15.2.6 Offeror shall sanitize information relative to classified contracts or orders.

L.15.3 Volume 2 Past Performance

Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offeror.
L.15.3.1 Except as stated in L.15.3.3, Offerors shall submit three (3) recent and relevant past performance examples. Offerors shall submit Volume 2 using the same three (3) examples submitted for Volume 1 of this solicitation. One (1) contract, one (1) order, OR multiple orders under the same IDIQ contract or BPA for identical requirements, constitutes one (1) example.

Each example shall not exceed three (3) pages and shall include the following:

a. Contract number, order number if applicable, CAGE code, DUNS number, and North American Industry Classification System (NAICS) code
b. Government contracting activity, Contracting Officer name, telephone number, and email address
c. Government Contracting Officer Representative (COR) and/or technical representative, telephone number, and email address
d. Government contract administration activity, Administrative Contracting Officer (ACO) name, telephone number, and email address
e. If offeror performed as a subcontractor, prime contractor company name, point of contact name, telephone number, and email address in lieu of or in addition to the contact information required in (b), (c), and (d) above
f. Contract type
g. Awarded price/cost
h. Final (actual) or projected final (if ongoing) price/cost
i. Final (actual) or projected final (if ongoing) start and end dates of the period of performance
j. Percentage of effort, based on the total cost of the work required in the referenced contract or order, performed by the offeror itself as prime contractor or subcontractor at the time of the R33 proposal submission
k. Description of the specific tasks or activities performed by the offeror itself under the contract
l. Narrative: Offerors shall provide a narrative for each past performance example. The narrative shall describe the contract listed, the contract objectives achieved by the offeror, and how the contract is relevant to the requirements of this solicitation.
m. Self-assessment: Offerors shall provide a self-assessment for each past performance example. The self-assessment shall address performance, including if the contractor met the schedule and technical requirements within the original estimated cost. If the original cost, schedule, or technical requirements of the contract were not met, the offeror shall provide a brief explanation of the reason(s) the original requirements were not met and any corrective actions taken by the contractor. The offeror shall identify each time the schedule (period of performance) or cost ceiling was revised and provide an explanation of why each revision was necessary.

L.15.3.2 Offerors shall submit copies of any and all of the following received on any contracts or orders within the past three (3) years, including those not proposed in response to this solicitation. There is no page limit for the required copies.

a. Termination for default (including the settlement agreement)
b. Notice of default (including the settlement agreement)
c. No-cost settlement (including the settlement agreement)
d. Show cause notice
e. Cure notice
f. Suspension or Debarment
g. Any security inspection or assessment ratings or reports indicating security programs or facilities are less than satisfactory, and/or any suspensions or revocations of a facility security clearance
h. Notifications received for violations of FAR 32.006

Offerors shall include a narrative explaining each event above, including any corrective actions taken, not to exceed one (1) page per event. Submission requirements in accordance with L.15.3.2 are not included in the page limitations for L.15.3.1.

If none of the above were received within the past three (3) years, the offeror shall state so in the proposal.

L.15.3.3 Offerors shall state if they have no recent or relevant past performance.

L.15.3.4 Joint ventures. If an offeror proposes as a legal joint venture, the CAGE provided shall be specifically for the joint venture submitting the proposal as the offeror. If an offeror proposes using the CAGE for only one of the companies participating in the joint venture, that company shall be considered the one and only offeror, and the past performance of partners, teammates, or subcontractors shall not be submitted. If an offeror proposes as a legal joint venture, past performance examples from individual partners may be submitted; the offeror shall note the relationship of the partner to the joint venture.

L.15.3.5 Predecessor companies. If the proposed past performance was performed by a predecessor company, provide the information for the recent and relevant contract of the predecessor company, document the history of the evolution from the predecessor company, and provide explanation for why the past performance information of the predecessor company should be attributed to the offeror, not to exceed one (1) page. Any past performance of a company that in the future might, but has not yet, become part of the offeror’s company, including but not limited to any pending novation agreements, mergers, and acquisitions, will NOT be considered. Any past performance of a predecessor company or division divested away from the offeror also will NOT be considered. Submission requirements in accordance with L.15.3.5 are not included in the page limitations for L.15.3.1.

L.15.3.6 Offeror shall NOT propose past performance examples of subcontractors or teammates. If an offeror proposes past performance examples of subcontractors or teammates, the offeror shall be ineligible for award. If an offeror proposes a past performance example under a different CAGE from the offeror, the offeror shall describe the relationship within the legal entity of the offeror and include
an affirmative statement that the example was performed by the same legal entity as the offeror and is not the past performance of a subcontractor or teammate.

L.15.3.7 Offeror shall sanitize information relative to classified contracts or orders.

L.15.4 Volume 3 Cost

The cost volume shall consist of two parts as follows.

L.15.4.1 Part 1 Cost Proposal

L.15.4.1.1 For Part 1, offerors shall submit the cost proposal in the format specified in Attachment 1 of this solicitation, entitled Cost. Offerors shall rename Attachment 1 as xxxx COST MMDDYY.xlsx replacing xxxx with the company name and MMDDYY with the date of the proposal. For Part 1 offerors shall submit Attachment 1 only.

Offerors shall submit data as applicable in accordance with the offerors disclosure statement. Offerors may add cells for additional indirect costs to the format provided in Attachment 1 if necessary to comply with disclosure statement.

L.15.4.1.2 Using the format provided in Attachment 1, offerors shall submit two (2) direct labor rates, for each of the three (3) sample labor categories described below, one (1) rate for the base ordering period and one (1) rate for the optional ordering period, for a total of six (6) direct labor rates. Offerors shall provide a cost element breakdown of direct labor rates, indirect expenses, and fee. Offerors shall also include the total proposed cost in Attachment 1.

Offerors are advised that the proposed direct labor rates and indirect expense rates will NOT be incorporated in the contract awards as ceiling rates.

L.15.4.1.3 The following information is provided for proposal and evaluation purposes only: (1) the contract type is cost-plus-fixed-fee term, (2) the location of performance is on a Government site at Aberdeen Proving Ground in Maryland, and (3) the periods of performance are during the first year of the base ordering period and the first year of the optional ordering period.

a. Program Manager for NON experimental, developmental or research work (Offerors are advised to review M.4 of this solicitation and are reminded that FAR 15.404-4(c)(4)(i)(C) prohibits a fee that exceeds 10% for this type of work)

Description: Organize, direct, and coordinate planning and implementation of all contract and program support activities. Interface with government personnel. Determine and monitor project costs. Manage and direct project personnel to ensure contract objectives and performance standards are met. Interpret contracts, policies, purposes, and goals of the organization. Manage system safety studies. Identify, acquire, and use company resources to achieve project technical objectives.

Requirements: Bachelors degree (may substitute additional five years of experience for a Bachelors Degree). Minimum ten years of experience in management of design and development projects, including five years supervision of projects for C4ISR requirements on a federal contract. Recent knowledge of organizational processes, risk management, quality processes and quality management, schedule and cost control, basic contracting law. Familiar with Federal Acquisition Regulations, Defense Federal Acquisition Regulations Supplement, Army Federal Acquisition Regulations Supplement, and Defense Logistics Manual (DLAM 8210.1).

b. Computer Systems Analyst/Technician for experimental, developmental, or research work (Offerors are advised to review M.4 of this solicitation and are reminded that FAR 15.404-4(c)(4)(i)(A) prohibits a fee that exceeds 15% for this type of work)

Description: Analyze science, engineering, business, or other data processing problems to implement and improve computer systems. Analyze user requirements, procedures, and problems to automate or improve existing systems and review computer system capabilities, workflow, and scheduling limitations.

Requirements: Bachelors Degree in Operations Research, Mathematics, Computer Science, or other related scientific or technical discipline (may substitute five additional years of experience for a Bachelors Degree). Minimum five years of experience in design, development, testing, and evaluation of computer based systems. Specific experience in the analysis and design of business applications on complex, large-scale systems. Experience in formulating specifications for computer programmers to use in coding, testing, and debugging of computer software.

c. Electrical Engineer, Intermediate for NON experimental, developmental, or research work (Offerors are advised to review M.4 of this solicitation and are reminded that FAR 15.404-4(c)(4)(i)(C) prohibits a fee that exceeds 10% for this type of work)

Description: Research, design, develop, test, or supervise design, development, integration, testing, and analysis of electrical equipment, components, or systems for military use.

Requirements: Bachelors degree in Engineering. Minimum five years of progressively complex experience in the design, development, integration, testing, and analysis of electrical equipment, components, or systems for military use.
L.15.4.1.4 In Attachment 1, offerors shall propose their maximum fee rates in terms of percentage for cost plus fixed fee task orders and/or contract line item numbers (CLINs). Offerors are advised to review M.4 of this solicitation and FAR 15.404-4(c)(4)(i) regarding maximum fee. For offerors that receive a contract award, the offerors proposed maximum fee rate will be incorporated in Section H of the awarded base contract as a maximum allowable fee on all cost plus fixed fee task orders and/or CLINs for the base ordering period, the optional ordering period, and any task orders that extend beyond the expiration of the optional ordering period.

L.15.4.1.5 Offerors are advised that one of the criteria required to be considered in Phase 1 of the evaluation is to propose a fee of 7% OR LESS (12% OR LESS for experimental, developmental, or research work) for cost plus fixed fee task orders and contract line item numbers (CLINs). Offerors that propose a fee above 7% (12% for experimental, developmental, or research work) shall not be considered for award in Phase 1.

NOTE to Offerors: The Government estimates that less than 1% of task orders will be issued entirely on a firm-fixed-price basis. Therefore offerors are advised that the majority of task orders will be issued on a cost plus fixed fee basis and the offeror’s proposed maximum fee rate will be the maximum allowable fee on those task orders.

L.15.4.1.6 Offeror shall NOT propose costs of subcontractors or teammates. If an offeror proposes costs of subcontractors or teammates, the offeror shall be ineligible for award.

L.15.4.2 Part 2 Cost Narrative

Offerors shall submit a cost narrative with sufficient documentation necessary to adequately support and explain the costs proposed as required below. There is no page limitation for the cost narrative.

L.15.4.2.1 Offerors shall provide whatever information is necessary for the Government to determine why the proposed costs are realistic as required below.

L.15.4.2.2 In accordance with FAR 15.403-1(b), data other than certified cost or pricing data is required to support cost realism. All documents provided in support of the proposed costs shall be referenced and explained within the xxxx COSTNARR MMDDYY.docx (or .pdf) document.

L.15.4.2.3 In support of proposed DIRECT LABOR RATES the offeror shall provide the most recent documentation that includes at least ONE of the following:

- a. Forward Pricing Rate Agreements (FPRA)
- b. Forward Pricing Rate Recommendations (FPPR) from DCAA or DCMA
- c. Compensation Rate Tables approved by DCMA or DCAA and reference to the labor categories proposed
- d. Letter(s) of intent (LOIs) that include:
  i. Position
  ii. Direct hourly rate
  iii. Submission on offerors letterhead
  iv. Signature of the employer and prospective employee
  v. Statement that the LOI is for W15P7T-15-R-0008
- e. Payroll records and/or paystubs showing rate of pay and reference to the labor category proposed
- f. Salary survey data that includes:
  i. Source of data
  ii. Job title and description
  iii. Geographic location
  iv. Range of salary amounts with reference to applicability of amounts

L.15.4.2.3.1 The direct labor rates reflected in the supporting documentation provided should exactly match the direct labor rates in the proposal. If the rates do not match, the offeror shall provide adequate detail explaining how the proposed direct expense rates are realistic.

L.15.4.2.4 In support of proposed INDIRECT EXPENSE RATES the offeror shall provide the most recent documentation that includes at least ONE of the following:

- a. Forward Pricing Rate Agreement (FPRA)
- b. DCAA/DCMA report or memorandum containing the most recent finalized DCAA/DCMA audit or review showing indirect rate calculations with pools and bases AND three (3) years of Certified Actual Incurred Cost pool and base (by expense account) information that validates the calculations
- c. Forward Pricing Rate Recommendation (FPPR)
- d. Forward Pricing Rate Proposal (FPRP)
- e. Approved Provisional Rates Proposal
- f. Other statement of current rates
NOTE: If providing an FPRR, FPRP, Approved Provisional Rates Proposal, or other statement of current rates, offeror shall include three (3) years of historical actual pool and base information (by expense account) that validates the proposed rates.

L.15.4.2.4.1 The indirect expense rates reflected in the supporting documentation provided should exactly match the indirect expense rates in the proposal. If the rates do not match, the offeror shall provide adequate detail explaining how the proposed indirect expense rates are realistic.

L.15.4.2.5 Offerors shall provide evidence that the Government has determined the offerors disclosure statement under FAR Part 30 to be adequate. If an offeror certifies for an exemption to the requirement for a disclosure statement in accordance with FAR 52.230-1 (Section K of this solicitation), the offeror shall state so in the Cost Narrative.

L.15.4.2.6 Offerors shall provide evidence of an adequate accounting system. Evidence may include emails, letters, or reports from DCAA or DCMA.

L.15.4.2.7 Offerors are advised that in order to be considered for award in Phase 1, proposed costs shall be determined fair, reasonable, and realistic. Offerors that fail to provide all of the supporting documentation as required above may not be eligible for award in Phase 1.

L.15.4.2.8 If after receipt of proposals the Contracting Officer determines there is insufficient information available to determine cost reasonableness or cost realism and none of the exceptions identified in FAR 15.403-1 apply, the offeror may be required to submit certified cost and pricing data.

L.15.5 Volume 4 - Small Business Subcontracting Plan

Offerors shall submit a Small Business Subcontracting Plan in accordance with the clauses below and shall include the content of FAR 52.219-9 (DEVIATION 2013-00014) Small Business Subcontracting Plan, FAR 19.704, and DFARS 252.219-7003 Small Business Subcontracting Plan (DoD Contracts). If applicable to the offeror, offeror shall submit in accordance with DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program). Small business are NOT required to submit Volume 4.

FAR 52.219-9 -- SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) -- ALTERNATE II (OCT 2001)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626 (e)(2).

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offerors fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Electronic Subcontracting Reporting System (eSRS) means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offerors planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime
Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANCs or the Indian tribes written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

2. A statement of:

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

3. A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;
(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), vendors service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled Utilization of Small Business Concerns in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $650,000 ($1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with the paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov . The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-
mail address of the subcontractors official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with sub
contracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offerors efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $150,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the programs requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractors lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all make-or-buy decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-
disability veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractors subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(7) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offers planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractors commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Governments fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive OrdersCommercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with

(1) The clause of this contract entitled Utilization Of Small Business Concerns; or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.
When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the
dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted
after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the
second option.

(iii) The authority to acknowledge receipt or reject the ISR resides

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the
dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit
center) basis, unless otherwise directed by the agency.

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be
submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over
$650,000 (over $1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report
shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days
after the close of the reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans,
resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify
the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the
commercial plan.

(End of Clause)
(2) Former protege firms that meet the criteria in Section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) An SSR for other than a commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency within DoD that administers the majority of the Contractors individual subcontracting plans. An example would be Defense Finance and Accounting Service or Missile Defense Agency.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

(ii) Except as provided in (f)(2)(iii), the authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractors individual subcontracting plans.

(iii) The authority to acknowledge receipt or reject SSRs for construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.

(End of clause)

DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (OCT 2014)

(a) Definitions.

Electronic Subcontracting Reporting System (eSRS) means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

Subcontract, as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(b) The Contractors comprehensive small business subcontracting plan and its successors, which are authorized by and approved under the test program of section 834 of Pub. L. 101-189, as amended, shall be included in and made a part of this contract. Upon expulsion from the test program or expiration of the test program, the Contractor shall negotiate an individual subcontracting plan for all future contracts that meet the requirements of section 211 of Pub. L. 95-507.

(c) The Contractor shall

(1) Ensure that subcontractors with subcontracting plans agree to submit an Individual Subcontract Report (ISR) and/or Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS).

(2) Provide its contract number, its DUNS number, and the e-mail address of the Contractors official responsible for acknowledging or rejecting the ISR to all first-tier subcontractors, who will be required to submit ISRs, so they can enter this information into the eSRS when submitting their reports.

(3) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractors official responsible for acknowledging or rejecting the ISRs to its subcontractors with subcontracting plans who will be required to submit ISRs.

(4) Acknowledge receipt or reject all ISRs submitted by its subcontractors using eSRS.

(d) The Contractor shall submit SSRs using eSRS at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small
business concerns, small disadvantaged business concerns, and women-owned small business concerns. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower-tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from a member firm of the Alaska Native Corporations or an Indian tribe. Only subcontracts involving performance in the U.S.or its outlying areas should be included in these reports.

(1) This report may be submitted on a corporate, company, or subdivision (e.g., plant or division operating as a separate profit center) basis, as negotiated in the comprehensive subcontracting plan with the Defense Contract Management Agency.

(2) This report encompasses all subcontracting under prime contracts and subcontracts with the Department of Defense, regardless of the dollar value of the subcontracts, and is based on the negotiated comprehensive subcontracting plan.

(3) The report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. Reports are due 30 days after the close of each reporting period.

(4) The authority to receipt or reject the SSR resides with the Comprehensive Subcontracting Program Division, the Defense Contract Management Agency Small Business Center.

(e) The failure of the Contractor or subcontractor to comply in good faith with the clause of this contract entitled Utilization of Small Business Concerns, or an approved plan required by this clause, shall be a material breach of the contract.

(f) The Contractor shall include, in contracts that offer subcontracting possibilities, are expected to exceed $650,000 ($1.5 million for construction of any public facility), and are required to include the clause at 52.219-8, Utilization of Small Business Concerns

(1) FAR 52.219-9, Small Business Subcontracting Plan, and 252.219-7003, Small Business Subcontracting Plan (DoD Contracts), when the Contracting Officer has included these clauses in the contract for purposes of flowdown to subcontractors, or

(2) 52.219-9, Small Business Subcontracting Plan, with its Alternate III, and 252.219-7003, Small Business Subcontracting Plan (DoD Contracts), with its Alternate I, when the Contracting Officer has included these clauses in the contract for flowdown to subcontractors to allow for submission of SF 294s in lieu of ISRs, or

(3) 252.219-7004, Small Business Subcontracting Plan (Test Program), in subcontracts with subcontractors that participate in the test program described in DFARS 219.702.

(End of clause)

*** END OF NARRATIVE L0001 ***
SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions 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 provision may be accessed electronically at these addresses:

https://acquisition.gov/far/index.html (FAR)
http://farsite.hill.af.mil/vfafara.htm (AFARS)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

M.2  General

The Government is conducting this source selection in accordance with the competitive source selection procedures in FAR Part 15, DFARS Part 215, AFARS Part 5115, the DoD Source Selection Procedures, and the Army Source Selection Supplement.

M.2.1 The Government has received a large number of quality proposals and has made award to fifty six (56) offerors during Phase 1 of the procurement. Consistent with the solicitation provision stating that the number of awardees will be based on the number of quality proposals received, the Government intends to issue awards to additional offerors during Phase 2, without a pre-determined limit. Small business proposals and large business proposals will be evaluated and ranked separately. The Government will determine if the company is a small business or a large business based on the cover letter and certifications submitted with the proposal. Small businesses will not be ranked with large businesses, and large businesses will not be ranked with small businesses. Contracts will be awarded to both the small businesses and large businesses at the same time. In the event of a tie between offerors that provide a best value after the trade-off analysis is completed, all offerors in the tie will receive a contract award. A tie is defined as the source selection authority determining that two (2) or more offerors provide equal value to the Government, when all factors are considered.

M.2.2 The Government proposal evaluation will be limited to the information provided and nothing will be assumed. However, the Government may use data obtained from other sources to validate offerors’ proposals in conducting the evaluations for the past performance and cost factors.

M.2.3 The Government will not evaluate any pages that exceed the page limitations identified in Section L. Proposals that fail to separate cost information from Volumes 1 or 2 may be determined to be non-responsive and may not be considered for award. Proposals with an omission or unclear or uncertain proposals may not be considered for award in Phase 1.

M.3  Basis for Award

M.3.1 The basis for award for this contract will be a combination of source selection approaches in order to obtain best value in accordance with FAR 15.101. The Government intends to make multiple awards of indefinite-delivery indefinite-quantity contracts to the offerors whose corporate experience proposals are rated acceptable and who represent the best value after a tradeoff analysis in accordance with FAR 15.101-1 of the past performance proposals and total evaluated costs. Past performance is more important than total evaluated cost.

M.3.2 Offerors corporate experience proposals will be evaluated to determine if they are acceptable or unacceptable. In order to be considered for award, an offeror shall be rated acceptable for the corporate experience factor.

M.3.3 The past performance and cost factors will be evaluated using a tradeoff methodology. Past performance is more important than total evaluated cost. The Government may pay a cost premium for a performance confidence rating of Substantial Confidence over a performance confidence rating of Satisfactory Confidence. The cost used for the tradeoff will be the total evaluated cost in accordance with M.6.

M.3.4 In order to be considered for award, an offeror shall receive a minimum rating of Satisfactory Confidence for past performance. In determining the ranking of offerors, a past performance confidence rating of Unknown Confidence (Neutral) will be considered equal to Satisfactory Confidence. Contract awards will be made to the offerors whose proposals represent the best value to the Government.
M.3.5 In order to be considered for award, an offeror shall also be eligible for award in accordance with M.7.

M.3.6 The Government will accept no more than one (1) proposal from each offeror. The Government will consider each proposal as either a small business OR a large business as identified by the offeror in the proposal. The Government will NOT consider one offeror in both the small business and large business rankings.

M.4 Two Phase Process

M.4.1 The RS3 source selection will be conducted in two phases as described below.

Phase 1

Only proposals that meet all of the following criteria will be considered for award in Phase 1:

- Corporate experience proposal is rated acceptable,
- Past performance receives a confidence rating of Satisfactory Confidence, Substantial Confidence, or Unknown Confidence (Neutral),
- Proposed fee is 7% OR LESS (12% OR LESS for experimental, developmental, or research work) for cost plus fixed fee task orders and contract line item numbers (CLINs),
- Proposed costs for sample labor categories are fair, reasonable, and realistic,

The Government intends to begin issuing task order RFPs and awards immediately after Phase 1 contract awards are made.

Phase 2

If the Government determines that Phase 2 is necessary due to insufficient awards resulting from Phase 1, proposals that do not meet the criteria for award in Phase 1 may be considered for award in Phase 2. If Phase 2 is necessary, the following are examples of proposals that may be considered in Phase 2:

- Proposal revisions due to unacceptable corporate experience rating in Phase 1,
- Proposal revisions due to No Confidence rating for past performance in Phase 1,
- Proposed fee is higher than 7% (12% for experimental, developmental, or research work) for cost plus fixed fee task orders and contract line item numbers (CLINs),
- Proposal revisions due to unfair, unreasonable, or unrealistic costs in Phase 1,
- Proposals with an omission and/or unclear or uncertain proposals.

M.4.2 The Government reserves the right not to conduct Phase 2 if sufficient awards are made in Phase 1. Phase 2 will only be conducted if the Government determines that Phase 1 resulted in an insufficient number of awards. An insufficient number of awards is less than 15 small businesses or less than 25 large businesses.

M.4.3 The Government intends to award contracts without discussions in Phase 1. However, the Government may conduct clarifications in accordance with FAR 15.306(a) or discussions in accordance with FAR 15.306(d) if the Contracting Officer determines they are necessary in Phase 1. If the Contracting Officer determines that clarifications or discussions are necessary in Phase 1, clarifications or discussions will only be conducted with those offerors that propose 7% OR LESS (12% OR LESS for experimental, developmental, or research work) for cost plus fixed fee task orders and contract line item numbers (CLINs). If Phase 2 is necessary, the Government reserves the right to conduct discussions in accordance with FAR 15.306(d) in Phase 2.

M.4.4 If Phase 2 is necessary, proposal revisions in Phase 2 shall only be accepted as the result of discussions. No new or amended solicitation will be issued for Phase 2.

M.4.5 If Phase 2 is necessary, for any contracts awarded in Phase 2 the ordering period will be coterminous with the ordering period of the contracts awarded in Phase 1.

M.5 Evaluation of Non Cost Factors

M.5.1 Factor 1 Corporate Experience

In conducting the corporate experience evaluation, the Government will use data provided in the offerors proposal and may use data obtained from other sources to validate offerors' proposals and to determine if the proposed experience meets the following minimum requirements. In order to be rated acceptable, an offer shall meet all of the minimum requirements for Volume 1.

The corporate experience proposal will be rated as acceptable or unacceptable in accordance with the definitions below:

Acceptable - Proposal clearly meets the minimum requirements of the solicitation.
M.5.2 Factor 2 Past Performance

Proposed past performance will be evaluated using the offeror’s proposal, the Past Performance Information Retrieval System (PPIRS), and any other sources available to the Government.

In conducting the past performance evaluation, the Government may use data provided in the offeror’s proposal and data obtained from other sources. If an offeror states they have no recent or relevant past performance and the Government obtains negative past performance information from a source other than an offeror’s proposal, the information may be used to determine the performance confidence rating for that offeror. The Government does not assume the duty to search for data to cure problems found in proposals.

If an offeror only has recent and relevant past performance examples as part of a predecessor company, the Government may consider that past performance in the evaluation.

M.5.2.1 First, the Government will evaluate proposed past performance to determine how relevant a recent effort accomplished by the offeror is to the RS3 effort. The Government shall consider an example to be recent if any portion of the actual period of performance of the example occurred within three (3) years of the date of this solicitation. The Government shall only consider an example to be somewhat relevant, relevant, or very relevant if the contract is for the types of services required in the RS3 PWS for C4ISR services, as set forth in Section C.3 of this solicitation.

The Government will assign a relevancy rating in accordance with the definitions below:

- **Very Relevant** - Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
- **Relevant** - Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
- **Somewhat Relevant** - Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
- **Not Relevant** - Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

M.5.2.2 Second, the Government will evaluate the proposed past performance to determine how well the contractor performed on the contracts. The Government will assign a performance confidence rating in accordance with the definitions below:

- **Substantial Confidence** - Based on the offeror’s recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
- **Satisfactory Confidence** - Based on the offeror’s recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
- **Limited Confidence** - Based on the offeror’s recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
- **No Confidence** - Based on the offeror’s recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
- **Unknown Confidence (Neutral)** - No recent/relevant performance record is available or the offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

M.6 Evaluation of Cost

M.6.1 Fee

The Government will evaluate each offeror’s proposed fee to determine if the proposed fee is 7% OR LESS (12% for experimental, developmental, or research work) for cost plus fixed fee task orders and contract line item numbers (CLINs). If the proposed fee is greater than 7% (12% for experimental, developmental, or research work) the offeror will not be eligible for award in Phase 1. The offeror’s proposal may be evaluated in Phase 2 if the Government determines that Phase 2 is necessary. If the proposed fee is greater than the maximum fees allowable in accordance with 15.404-4(c)(4)(i), the offeror will not be eligible for award.

M.6.2 Cost
M.6.2.1 The total evaluated cost to be used in the award determination (subject to cost realism adjustments) will be the total proposed cost identified in the offerors xxxx COST MMDDYY.xls file. The objective of the proposal analysis is to ensure all proposed costs are fair, reasonable, and realistic. Cost proposals will be evaluated in accordance with FAR 15.404-1. The Contracting Officer is responsible for evaluating the reasonableness and realism of proposed costs. Accordingly, the analytical techniques and procedures prescribed in FAR 15.404-1 for evaluating each offerors proposal may be used singly or in combination with others to ensure the costs are fair, reasonable, and realistic.

M.6.2.2 The Government will evaluate the realism of proposed costs in accordance with FAR 15.404-1(d) and/or (c). The Government reserves the right to evaluate no more than one cost element, however the Government may evaluate more than one cost element in order to determine if the proposed costs are fair, reasonable, and realistic. The Government probable cost may be determined by adjusting (for purposes of evaluation only) an offerors proposed costs, when appropriate, to reflect any additions or reductions to realistic levels based on the results of the cost realism analysis. If an offeror does not provide the required supporting documentation for any proposed costs, the Government reserves the right to adjust the proposed rates for purposes of evaluation and cost realism.

M.6.2.3 If an offerors proposed cost does not equal the Government probable cost due to adjustments made as a result of cost realism analysis, the offeror will be ranked based on the Government probable cost (the adjusted cost). The Government probable cost will be considered the total evaluated cost and will be used in conducting the tradeoff analysis for the basis of award.

M.6.2.4 The Government may use external sources of information in performing its cost evaluation including, but not limited to, Bureau of Labor Statistics, Department of Labor, Department of State, Defense Contract Audit Agency, and Defense Contract Management Agency. This does not preclude the offeror from submitting the required supporting documentation for proposed costs.

M.7 Additional Considerations

M.7.1 The Small Business Subcontracting Plan shall include the content of FAR 52.219-9 (DEVIATION 2013-00014) Small Business Subcontracting Plan, FAR 19.704, and DFARS 252.219-7003 Small Business Subcontracting Plan (DoD Contracts). If applicable to the offeror, offeror shall submit in accordance with DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program). In accordance with AFARS DD-103, failure to receive a subcontracting plan rating of acceptable may jeopardize the offerors selection for contract award. The Government will evaluate the offeror's Small Business Subcontracting Plan in accordance with FAR 19.705-4 and AFARS 5119.705-4(d). This requirement does not apply to small businesses.

M.7.2 The Contracting Officer will determine if offerors are responsible in accordance with FAR Subpart 9.1. Proposals received from offerors determined to be not responsible pursuant to FAR Subpart 9.1 shall not be considered for award. For offerors that are rated unacceptable and therefore not eligible to receive an award, the Contracting Officer will not determine if the offeror is responsible in accordance with FAR Subpart 9.1.

M.7.3 The Government will not consider or incorporate into an awarded contract any assumptions, terms, conditions, caveats, or exceptions with proposals (except as provided in L.15.4.2.5 if applicable).

*** END OF NARRATIVE M0001 ***