SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM

Offeror To Complete Block 12, 17, 23, 24, & 30

		1. Requisition Number: SEE SCHEDULE		Page 1 Of 53
2. Contract No.: W56HZV-11-A-AA04	3. Award/Effective Date: 2011JUL29	4. Order Number	5. Solicitation Number	6. Solicitation Issue Date
7. For Solicitation Information Call:	A. Name: PATRICIA CORBETT		B. Telephone Number (No Collect Calls): (586)282-9710	8. Offer Due Date/Local Time

9. Issued By Code: W56HZV

U.S. ARMY CONTRACTING COMMAND
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL

Email: PATRICIA.CORBETT1@US.ARMY.MIL

10. This Acquisition is ☐ Unrestricted OR ☐ Set Aside: % For:

☐ Small Business ☐ Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program

☐ Hubzone Small Business ☐ Economically Disadvantaged Women-Owned Small Business (EDWOSB)

☐ Service-Disabled Veteran-Owned Small Business NAICS: 541712

☐ 8(A) Size Standard:

11. Delivery For FOB Destination Unless Block Is Marked
☒ See Schedule

12. Discount Terms

☒ **13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)** **13b. Rating** DOA4

14. Method Of Solicitation ☐ RFQ ☐ IFB ☐ RFP

15. Deliver To Code:
SEE SCHEDULE

Telephone No.

16. Administered By Code: S1002A
DCMA ORLANDO
3555 MAGUIRE BLVD
ORLANDO, FL 32803-3726

17a. Contractor/Offeror Code: 38CH2 Facility:
TOLLIVER GROUP, INC., THE
1742 WILLA CIR
WINTER PARK, FL 32792-6310

Telephone No.

18a. Payment Will Be Made By Code: HQ0338
DFAS-COLUMBUS CENTER
SOUTH ENTITLEMENT OPERATIONS
P.O. BOX 182264
COLUMBUS OH 43218-2264
1-800-756-4571 FAX 614-693-2224

☐ **17b. Check If Remittance Is Different And Put Such Address In Offer**

18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked
☐ See Addendum

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
	SEE SCHEDULE (Use Reverse and/or Attach Additional Sheets As Necessary)				

25. Accounting And Appropriation Data

26. Total Award Amount (For Govt. Use Only) $0.00

☐ **27a.Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached. Addenda** ☐ Are ☐ Are Not Attached.

☒ **27b.Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda** ☐ Are ☒ Are Not Attached.

☐ **28. Contractor Is Required To Sign This Document And Return _____ Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified.**

☐ **29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:**

30a. Signature Of Offeror/Contractor		**31a. United States Of America (Signature Of Contracting Officer)** /SIGNED REPRINT/	
30b. Name And Title Of Signer (Type Or Print)	**30c. Date Signed**	**31b. Name Of Contracting Officer (Type Or Print)** JOHN M. HOPFNER JOHN.HOPFNER@US.ARMY.MIL (586)282-7359	**31c. Date Signed** 2011JUL29

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative	32c. Date	32d. Printed Name and Title of Authorized Government Representative
32e. Mailing Address of Authorized Government Representative		32f. Telephone Number of Authorized Government Representative 32g. E-Mail of Authorized Government Representative

33. Ship Number	34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
Partial Final			☐ Complete ☐ Partial ☐ Final	
38. S/R Account No.	39. S/R Voucher Number	40. Paid By		

41a. I Certify This Account Is Correct And Proper For Payment		42a. Received By (Print)	
41b. Signature And Title Of Certifying Officer	41c. Date	42b. Received At (Location)	
		42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

SUPPLEMENTAL INFORMATION

THE FOLLOWING MODIFICATIONS HAVE BEEN INCORPORATED

P00001
P00002
P00003
P00004

Buyer Name: PATRICIA CORBETT
Buyer Office Symbol/Telephone Number: CCTA-ASN-A/(586)282-9710
Surveillance Criticality Designator: C
BPA Expiration Date: 2012DEC31

*** End of Narrative A0000 ***

BPA# W56HZV-11-A-AA04
Modification: P00001
Prepared By: KLS

1. The purpose of Modification P00001 to BPA W56HZV-11-A-AA04 is to add C3W Group, Inc. (Cage Code 4WCK4) as a subcontractor.

2. Except as provided herein, all other terms and conditions remain unchanged.

*** END OF NARRATIVE A0002 ***

Contract: W56HZV-11-A-AA04
Modification: P00002

1. The purpose of Modification P00002 is to revise the dates in paragraph 9(a) to state: 30 Jan 2012 to 31 Dec 2012.

2. As a result of this modification, all other terms and conditions of this BPA remain unchanged.

*** END OF NARRATIVE A0003 ***

1. The purpose of bilateral Modification P00003 is to replace Narrative A0001 in its entirety as reflected in this modification.

2. All other terms and conditions remain the same.

*** END OF NARRATIVE A0004 ***

1. The purpose of this Modification P00004 is to add Waltonen Engineering as a team mate.

2. All other terms and conditions remain the same.

*** END OF NARRATIVE A0005 ***

	Regulatory Cite	Title	Date
1	52.204-4850	ACCEPTANCE APPENDIX	SEP/2008

(a) Contract Number W56HZV-11-A-AA04 is awarded to The Tolliver Group, Inc.

(b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.

(c) Any attachments not included within this document will be provided by Army Contracting Command - Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by Army Contracting Command - Warren to the ACO. Within one week of this award, any office not able to obtain attachments from the Army Contracting Command - Warren website (https://contracting.tacom.army.mil/) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract or to OMNIBUS III point of contact; Mrs. Keri Skrobot at keri.l.skrobot.civ@mail.mil

(d) The following Amendment(s) to the solicitation are incorporated into this contract: None

[End of Clause]

2 52.201-4000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON APR/2011

Information regarding the Ombudsperson for this contract is located at the following website:
http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm

[End of Clause]

PEO CS&CSS, PEO GCS, PM FCS, TARDEC, and Depots and Arsenals
PROFESSIONAL AND ENGINEERING SUPPORT SERVICES
OMNIBUS III
BLANKET PURCHASE AGREEMENT (BPA)

The team members listed below agree and acknowledge that pursuant to the terms of the GSA Federal Supply Schedule(s) herein, it will fulfill and comply with the requirements of this Blanket Purchase Agreement (BPA) during the performance of any subsequently issued task orders.

ADMINISTRATIVE DATA

Primary Point of Contact: Bob Woods, General Manager

Complete Name, Title, Corporate Address:

The Tolliver Group, Inc.
1742 Willa Circle
Winter Park, FL 32792

Company Internet Address: *HYPERLINK "www.tollivergroup.com"www.tollivergroup.com

Electronic mail addresses and phone number: bob.woods@tollivergroup.com, (256) 425-0925

Alternate Point of Contact: Dusty Woodlee; dusty.woodlee@tollivergroup.com, (407) 542-4985, ext.1

Facsimile (data fax) number: (407) 671-6267

Prime/Team Leader GSA Schedule(s): 00CORP GS-00F-0013W

What is your Business Size: Small

CAGE CODE: 38CH2

DUNS NUMBER: 128047417

NAICS: 541712

TIN: 73-1712870

List Team Members/Federal Supply Service (FSS) Schedule Number/Business Size Status:

Advanced Interactive Systems, Inc. / GS-02F-0009J / SB

Applied Research Associates, Inc. / GS-23F-0278M / LB

DRS Technical Services, Inc. / GS-25F-0292M / LB

Jardon & Howard Technologies, Inc. / GS-00F-0059M / SB

Minerva Engineering, Inc. / GS-23F-0366P / SB

Quantum Research International, Inc. / GS-23F-0064K / SB

Summit Training Source, Inc. / GS-02F-9314C / SB

Sygnetics, Inc. / GS-10F-0113U / SB

Waltonen Engineering / GS-10F-0017Y / SB

List Subcontractors:

C3W Group, Inc.
Combat Training Solutions, Inc.
Consumer Fuels, Inc.
Itility, LLC
Katmai Technology Services, LLC
Micro Technologies, LLC
MLT Systems, LLC
Veteran Enterprise Technology Services, LLC

1. AUTHORITY:

a. Pursuant to GSA Federal Supply Schedule (FSS) Contract Number(s) GS-00F-0013W and Federal Acquisition Regulation (FAR) 8.405-3, entitled Blanket Purchase Agreements (BPAs), the Contractor agrees to the following terms of a BPA with the U.S. Army Contracting Command - Warren.

b. The Tolliver Group, Inc. (Prime/Team Leader) hereby enters into this Blanket Purchase Agreement with the U.S. Army Contracting Command - Warren pursuant to the terms of the GSA Federal Supply Schedule(s) listed herein. Any services to be furnished under this BPA will be ordered by written Task Orders. All orders placed against this BPA are subject to the terms and conditions of this BPA and the cited Federal Supply Schedule(s).

2. SERVICES AVAILABLE UNDER THIS BPA:

a. The contractor shall provide services in accordance with the statement of work set forth in Section C. This BPA is to acquire these services for the benefit of the following organizations to include its customers and all geographically separated units and, as required, other TACOM LCMC organizations and partners:

1. Program Executive Office for Combat Support and Combat Service Support (PEO CS&CSS),

2. Program Executive Office for Ground Combat Systems (PEO GCS),

3. System of Systems Integration (SoSI),

4. US Army Research Development and Engineering Center (TARDEC),

5. TACOM LCMC Depots and Arsenals,

6. Program Manager- Light Armored Vehicles (PM LAV),

7. Program Executive Office Soldier (PEO Soldier),

8. Integrated Logistics Support Center (ILSC),

9. Security Assistance Management Directorate (SAMD).

b. Hereinafter, reference made to PEO CS&CSS shall also include the aforementioned TACOM LCMC organizations and partners when appropriate.

c. The Contractor, as an independent contractor and not as an agent or employee of the Government, shall furnish to the Government all necessary labor, services (non-personal), and materials, except as specified to be furnished by the Government, required to accomplish the work efforts as specifically set forth in each task order issued under this BPA.

3. AUTHORIZED ORDERING AGENCIES:

a. The following Government Agencies are authorized to issue task orders under this Blanket Purchase Agreement:

1. U.S. Army Contracting Command - Warren, MI, 48397

b. The U.S. Army Contracting Command - Warren may modify this Blanket Purchase Agreement by a unilateral modification authorizing or deleting additional ordering agencies.

4. SUBCONTRACTING AND TEAMING RELATIONSHIPS:

a. Subcontracting and Contractor Teaming arrangements by FSS contractors are encouraged to ensure mission success. If an entity is identified as a team member, the effort proposed for performance by that entity shall be priced based on the team member's GSA schedule. No indirect rates or profit can be added on to a team members labor rates. If an entity is identified as a subcontractor in the contractor teaming arrangement, the effort proposed for performance by that entity shall be mapped into the prime/team leader GSA schedule rates.

b. In rare instances, a subcontractor not on the BPA Team may be proposed in the ODC line in response to a specific task order request (TOR). If a task order is awarded to a prime/team leader who proposed a Non-Schedule subcontractor as an ODC, that subcontracting arrangement is not subject to the GSA Industrial Funding Fee (IFF). The prime/team leader shall provide sufficient data for the government to determine the price reasonableness of the subcontractor's proposed rates and costs.

c. During annual open season, the prime/team leader may restructure its team, to include changing subcontractors to team members, changing team members to subcontractors, revising teaming arrangement(s), and/or adding new team members/subcontractors as needed. In rare instances, unforeseen and/or urgent additions of team members and/or subcontractors outside of annual open season may be approved. Approval shall only be given by the contracting officer. The Government reserves the right to solicit for new contractors during the annual open season. However, an open season solicitation may not be issued during every annual open season.

5. LABOR CATEGORIES AND ACCOMPANY RATES:

a. The prime/team leader shall maintain an accurate team file utilizing MS Excel and listing the following information:

1. Prime BPA holder

2. Team members

3. Subcontractors

4. Business size status

5. Applicable GSA schedule numbers

6. Current schedule of GSA labor categories

7. GSA job descriptions

8. Rates

9. Minimum education and minimum experience requirements for the prime/team leader and each team member.

b. The prime/team leader shall update the team file and provide revisions to the PCO as changes occur.

6. ORDERING PROCEDURES FOR TASK ORDERS:

a. Only an authorized Contracting Officer can issue a task order (TO) under this agreement. Delivery or performance of services/supplies shall be made only as authorized by written TOs issued in accordance with this agreement. All TOs are subject to the

terms and conditions of the agreement. In the event of conflict between a TO and the agreement, the GSA contract will take precedence. The contract types that can be awarded under this BPA are: Time and Materials, Firm Fixed Price type to include Fixed Price Level of Effort, and Firm Fixed Price with Economic Price Adjustment (EPA). The Government intends to use electronic commerce methods to the maximum extent practicable for TOs.

b. TOs may be issued on either a competitive or non-competitive basis. Regardless of whether the TO is competitive or non-competitive, electronic, oral or written quotations may be required by the Contracting Officer. In addition:

1. The Government reserves the right to make award based on initial offers without holding exchanges with offerors.

2. TO award(s) will normally be made to the offeror(s) who is determined to best meet the needs of the Government after consideration of all evaluation factors, and is considered to be the best value. Best value is defined as the procurement process that results in the most advantageous acquisition decisions for the Government and is generally performed through an integrated assessment and trade-off analysis utilizing quality factors such as technical approach, past performance, management approach, corporate experience, and cost/price factors. Evaluation factors for specific efforts will be set forth in the individual Task Order Request (TOR).

c. Contractors are cautioned that in conducting the TO evaluation, the Government may use data provided by the Contractor in its quotation as well as data obtained from other sources (e.g., Dun and Bradstreet reports, DCAA audits, available industry market rates for labor and overhead), including previously awarded TOs. While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the offeror.

d. It is the Governments intent to provide awardees a fair opportunity to be considered for all TOs. However, awardees need not be given an opportunity to be considered for a particular TO if the Procuring Contracting Officer (PCO) determines that in accordance with FAR 8.405-6:

1. An urgent and compelling need exists, and following the procedures would result in unacceptable delays;

2. Only one source is capable of providing the supplies or services required at the level of quality required because the supplies or services are unique or highly specialized; or

3. In the interest of economy and efficiency, the new work is a logical follow-on to an original Federal Supply Schedule order provided that the original order was placed in accordance with the applicable Federal Supply Schedule ordering procedures. The original order or BPA must not have been previously issued under sole-source or limited-sources procedures.

e. Request for Quotation (RFQ): When the Government has a requirement for services to be performed under this agreement, the Contracting Officer will issue a Task Order Request (TOR) which will include the following:

1. Request for quotation number and title;

2. Contract number;

3. Background of requirement;

4. Objective;

5. Services required to be performed;

6. Items to be delivered; delivery schedule/performance period; and pricing arrangements; may include estimated hours; (i.e. technical reports, presentation materials, quality assurance report) The contractor shall provide deliverables and/or reports as specified in each TO;

7. A listing of Government furnished property to be provided to the Contractor, if applicable, and other special provisions;

8. Security classification designated for the task(s) to be performed;

9. Procedures for evaluation, if competitive (as considered appropriate in light of the dollar value, complexity, and duration of work for the TO);

10. Type of quotation (generally electronic via email);

11. Identification of key personnel;

12. Resumes (if required);

13. Option exercise period and option period of performance (if applicable).

f. Submission of Quotations - Upon receipt of a TOR, the Contractor shall:

1. Acknowledge receipt of the TOR;

2. Furnish a quotation, unless otherwise specified by the Contracting Officer, within thirty days. Quotations received after date and time of quotation due date stated in the TOR will not be considered unless it is determined to be in the best interest of the Government;

3. Submit electronic copies of the quotation to the contract specialist listed on the TOR (via email);

4. In the event of an urgent requirement, the Contracting Officer may contact the Contractor by email, telephone, including data facsimile, or any means available requesting a quotation. In response, the Contractor shall comply with the following:

i. The Contractor shall provide an electronic quotation (unless oral presentations are solicited) within one (1) workday by email or data facsimile. The Contractor's quotation shall be in accordance with the format set forth in subparagraphs (5), below;

ii. The Contractor shall not proceed with any work pursuant to this section until he has received a formal task order award from the Contracting Officer; and,

iii. The task order shall be considered accepted by the Contractor unless rejected in writing within three (3) workdays after issuance.

g. The Contractor's quotation, to include quotations submitted in response to urgent requirements, shall include a complete cost breakdown and may include the following:

1. Technical approach to accomplish the task;

2. Estimated number of labor hours and cost by category;

3. Rationale for the labor categories, skill levels and number of hours proposed; (NOTE: At no time shall the Contractor propose or utilize a higher labor category than is required to adequately perform the specific task.);

4. Travel, Direct Material, and/or Other direct costs, (travel destination(s) shall be specified); (Note: if any material costs are required IAW specific SOW requirements, such costs shall be specified and justified);

5. Proposed schedule of performance;

6. Required Government furnished property/materials/data, to include any property/materials/data identified in the TOR to be furnished by the Government;

7. Subcontracted effort supported by a breakout in the same detail as delineated above; and,

8. Performance Work Statement (PWS) and CDRL(s) set forth in the TOR. (NOTE: Contractor exceptions to the Government PWS and/or CDRL requirements will be identified in the Contractor's quotation with supporting rationale.)

h. Under certain circumstances, items NOT on a GSA Schedule contract are included in a task order quotation. Open market items are also known as incidental items, non-contract items, non-schedule items, and items not on a GSA Schedule contract. In accordance with FAR 8.402(f), for administrative convenience, an ordering activity contracting officer may add items not on the GSA Schedule contract - i.e., open market items - to a GSA Schedule Blanket Purchase Agreement (BPA) or an individual task or delivery order only if:

1. All applicable acquisition regulations pertaining to the purchase of the items not on the GSA Schedule contract have been followed (e.g., publicizing (FAR Part 5), competition requirements (FAR Part 6), acquisition of commercial items (FAR Part 12), contracting methods (FAR Parts 13, 14, and 15), and small business programs (FAR Part 19);

2. The ordering activity contracting officer has determined the prices for the items not on the GSA Schedule contract are fair and reasonable;

3. The items are clearly labeled on the order as items not on the GSA Schedule contract; and,

4. All clauses applicable to the items not on the GSA Schedule contract are included on the order.

i. Ordering Procedures for Technical Instructions:

1. Requirements and tasks to be performed by the contractor are set forth in the base task order. Technical direction regarding tasks to be performed under the Task Order PWS Performance Work Statement (PWS) or Statement of Work (SOW) may be given by means of Technical Instructions (referred to herein as TIs.) Work and associated labor hours not awarded in the base task order shall be performed in accordance with TI issued and signed by the Contracting Officer via fully funded bilateral modification(s).

2. After the base task order is competed and awarded, and prior to issuing TIs, the Contracting Officer will negotiate with the contractor with respect to any travel, materials and other direct costs, locations, schedules, deliverables including Contract Data Requirements Lists (CDRLs), special clauses, and provisions associated with the TI.

3. Each TI shall include, at a minimum, the following information:

i. A description of the specific work to be performed.

ii. Reference to specific task(s) and requirement(s) of Section C of this Task Order under which the work described in the TI is to be performed.

iii. Estimated number of level of effort (LOE) hours at the labor rates and labor categories awarded or estimated number of hours to accomplish the work.

iv. Estimated travel, direct material and/or other direct costs.

v. Completion date; under no condition shall the completion date of the TI exceed the completion date of the overarching Task Order.

vi. Identification of the Contract Line Item Number (CLIN) under which the work is to be performed.

vii. Total estimated cost or total price.

j. If, at any time, the Contractor has reason to believe that the hours which it expects to incur in the performance of a Technical Instruction, when added to all hours incurred previously in performance of such Technical Instructions, shall exceed the estimated total hours set forth in the Technical Instructions, the Contractor shall immediately notify the Procuring Contracting Officer in writing and seek appropriate direction. The Contractor shall furnish a revised statement of total hours to complete such work together with said notice. Said notice shall be furnished prior to incurring any additional hours.

k. All Technical Instruction revisions shall be made by way of a bilateral modification signed by the Contracting Officer.

l. Indirect rates are authorized to be applied to Other Direct Costs (ODCs) and Travel as long as they are authorized in accordance with the contractors approved Cost Accounting System (CAS) (See FAR 31.203) or you are a Small Business Concern who does not have an approved CAS authorized in accordance with the contractors General Accounting Practice (GAP). If the Contractor (or its proposed subcontractor) proposes indirect rates (no profit/ fee) for Materials/ ODCs or Travel, the Contractor shall support the application of the proposed indirect rates(s), by providing one of the following in Volume II Cost/Price Response:

1. A copy of its current disclosure statement pages or a copy from its General Accounting Practice (GAP) manual authorizing this practice and rates; and

2. The most recent rates, dates of negotiation, the base or bases, and periods to which the rates apply must be disclosed and a statement included identifying whether the proposed rates are provisional or fixed. If the rates have been negotiated by a Government agency, state when and by which agency. A copy of the negotiation memorandum should be provided. If negotiated forecast rates do not exist, contractors must provide sufficient detail to enable the Government to determine that the costs included in the forecast rates are allocable according to applicable OMB Circulars or FAR/DFARS provisions. A contractors disclosure should be sufficient to permit a complete understanding of the content of the rate(s) and how it was established. As a minimum, the submission should identify:

i. All individual cost elements included in the forecast rate(s);

ii. Bases used to prorate indirect expenses to cost pools, if any;

iii. How the rate(s) was calculated;

iv. Distribution basis of the developed rate(s);

v. Bases on which the overhead rate is calculated, such as "salaries and wages" or "total costs;" and;

vi. The period of the contractors fiscal year.

m. If the Contractor does propose indirect rates, the rates will be evaluated for reasonableness at the Task Order Level. In the resultant task order, the Contractor will only be authorized to apply (to the incurred Materials/ODC and Travel costs) the indirect rate(s) proposed and determined to be found reasonable for the identified performance period(s). If adequate rationale and support is not provided with the contractors offer, the indirect rates will be unallowable.

7. AWARD OF TASK ORDERS UNDER THE BPA:

a. All work under this agreement shall be performed only to the extent authorized by discrete Task Orders that have been approved by the Contracting Officer. The basis for award of competed orders will be specified in the Task Order Request (TOR) applicable to the order being competed. Orders will be awarded on a best value basis to the Offeror whose quote on any given order is deemed to constitute the best value to the Government. All task orders will be split into two Domains (whether PES, LOGWORLD, MOBIS):

1. Domain 1: Task Orders estimated to be less than or equal to $600K per year.

2. Domain 2: Task Orders estimated to be greater than $600K per year.

b. If estimated to be less than or equal to $600K/year, a large business can propose but must offer up a small business teammate as a Direct Award. The Direct Awardee must perform at least 35% of the work per year, as measured in dollars.

c. If a requirement is solicited as greater than $600K, but any quote comes in under $600K, the requirement will be re-solicited in Domain 1.

d. Small Business BPA holders can propose in either Domain.

8. ISSUANCE OF TASK ORDERS:

a. These ordering procedures apply to all Task Orders (TOs) issued under this agreement. Any services to be furnished under this contract will be ordered by issuance of written TOs.

b. Upon receipt of the quotations, the Contracting Officer will:

1. Issue task orders based upon the quotations furnished;

2. Negotiate with the Contractors prior to issuing task orders; or,

3. Reject the quotations and cancel the requirements.

c. Task orders will be issued on SF 1449 "Solicitation/Contract/Order for Commercial Items." Task Orders may be issued in writing, orally, by facsimile, or by electronic commerce methods (preferred).

d. Task orders will be consecutively numbered, dated, and will include, as applicable, the following information:

1. Identification of the Ordering Activity;

2. Applicable CLINS being ordered including the quantity, unit price, extended price and the total;

3. Contract number and task order number;

4. Item number and description;

5. Funding for the priced CLINS ordered to include funding of the Travel CLIN;

e. Statement of work;

f. Schedule of performance; Dates and locations for the services required;

g. Government furnished documents/material;

h. Deliverables as defined in a CDRL or incorporated into the scope of work;

i. Total estimated cost (ceiling price);

j. Any special conditions, i.e. security requirements, which would apply to the specific order and/or the location;

k. Point of Contact and Contracting Officer Representative (COR) for that location and the administrator of the Task Order,

including their phone numbers and email addresses;

l. Invoicing procedures to include the payment office and the address where invoices must be sent.

m. All work specified shall be performed in the most economical and expeditious manner by skilled personnel and shall be in conformity with the highest standards and practices.

9. REQUIREMENT FOR SUBCONTRACTING WITH SMALL BUSINESSES:

a. Large business primes will be required to utilize U.S. Small Businesses for at least 15% of the total dollar value of the orders issued in the ordering period from 30 Jan 2012 through 31 Dec 2012. The U.S. Small Businesses may be either the prime contractor's teammates or 1st tier subcontractors. Large business prime contractors must still comply with their small business subcontracting plans filed with GSA.

b. The Government will review the Contractor's compliance with the 15% of Small Business subcontracted effort and their direct awards to small businesses on an annual basis. See the description of Award Term Clause below.

10. EXPIRATION DATE:

a. This BPA will continue at the discretion of the Government in accordance with the Period of Performance provision of this BPA provided the prime contractor maintains a current GSA schedule. Any order issued prior to the expiration date of this BPA or the FSS contract (whichever is earlier) and not completed within that time shall be completed by the contractor within the time specified in the task order. The contractor is required to abide by the terms and conditions of this BPA until the conclusion of the task order performance period. The contractor shall not enter into a task order or respond to a solicitation in which the performance of such is based on an expired GSA schedule.

11. BPA TERMINATION:

a. This BPA may be terminated by the Government at any time provided at least 30 days advance written notice is provided to the contractor. The contractor, with the written consent of the PCO, may terminate this BPA with at least 30 days written notice. The parties agree that termination of the BPA does not constitute termination of any active task order issued prior to this the termination notice. Active task orders may be terminated in accordance with FAR 52.212-4.

12. AWARD TERM CLAUSE:

a. The award term concept is an incentive that permits extension of the contractual performance period provided for under the BPA beyond the base period for exceptional performance. The BPA team may earn extensions to the BPA performance period on the basis of performance during the previous evaluation periods. During each year of performance, the quality of performance by each BPA team will be assessed to determine if it is in the best interest of the government to continue with the BPA relationship. Additional one (1) year BPA performance periods may be awarded during each year based on how the contractor has performed against the following criteria:

1. Task Order Performance;

2. Actual performance versus proposed goals for:

   i. Direct awards to small business team members; and,

   ii. Small business subcontracting;

3. Responsiveness;

4. Competitiveness.

b. For purposes of the Governments evaluation of contractor performance, task order performance is the most important criteria and is substantially more important than the other three factors; the first being actual performance versus proposed goals for: (i) Direct awards to small business team members and (ii) Small business subcontracting; the second being Responsiveness; and the third being Competitiveness. Actual performance versus proposed goals, Responsiveness and Competitiveness are all approximately equal in importance. (For this new period of performance there is a goal of one small business direct award for each large business).

c. Changes to the award term criteria may be made unilaterally by the Government prior to the beginning of each award term evaluation period, provided that the BPA team has been given at least 15 days advance notification of the change.

d. Each BPA holder will provide a self evaluation of its performance in relation to the performance criteria in accordance with Exhibit D, Contract Data Requirements List A001, entitled Performance Review Report.

e. Performance will also be monitored by Government monitors. The self evaluation and the findings of the Government monitors will be reported to the ATDO (Award Term Determining Official). The ATDO will make the final decision on the award term and the BPA period of performance will be modified to reflect any extensions awarded.

13. ANNUAL BPA ASSESSMENT (OPEN SEASON):

a. The program will be reviewed annually to determine whether it would be appropriate to issue a solicitation for the purpose of adding additional BPA holders. If it is in the best interest of the Government, the PCO may conduct an open season competition to add additional BPA holders. During annual open season, the contractor may restructure its team, to include changing subcontractors to team members, changing team members to subcontractors, revising teaming arrangement(s), and/or adding new team members/subcontractors as needed. In rare instances, unforeseen and/or urgent additions of team members and/or subcontractors outside of annual open season may be approved. Approval shall only be given by the contracting officer.

b. Period of Performance: The period of performance for this BPA is one-year. The BPA period of performance may be extended annually in accordance with the Award Term procedures described herein. The required period of performance for task orders awarded under this BPA will be specified in each task order. Effective 1 MAY 2012, the total period of performance for a task order, including options, will not exceed 18 months from date of task order award.

c. Place of Performance: The Contractor may be required to perform services ordered hereunder off-site (any facility or location utilized by the Contractor in performance of a task order issued against this BPA which is not under the control of a Government agency, e.g. Contractor's home or branch office) or on-site (any facility or location where performance is required or directed under a task order issued against this BPA which is not under the control of the contractor, e.g. U.S. Government base or installation, or other contractor facility) within the Continental U.S. (CONUS) or outside the Continental U.S. (OCONUS), as required by individual task orders.

14. RIGHTS/GUARANTEES:

a. This BPA is issued with the understanding that it constitutes an agreement to affect the rights of the parties in the event the contractor is solicited and/or awarded a task order. This BPA shall not be construed as a guarantee on behalf of the government to solicit or issue a task order. The government reserves the rights to issue no TORs, and no task order awards under this BPA.

15. CONTRACT DATA REQUIREMENTS:

a. Contract data requirements shall be in accordance with DD Forms 1423, Contract Data Requirements Lists. Specific contract data requirements shall be specified in each task order issued, as required.

16. RELEASE OF CONTRACT DATA DELIVERED UNDER THIS CONTRACT:

a. Data generated as a result of any task order issued IAW this BPA shall not be released to any agency other than those specifically listed in each Contract Data Requirement List(s), DD Form(s) 1423, set forth in each task order, without the express written consent of the Contracting Officer. If such consent is granted, the Contractor shall provide to the Contracting officer a copy of the transmittal correspondence.

17. SECURITY:

a. All Contractor personnel must maintain a favorable background investigation before accessing the TACOM databases and Local Area Network in accordance with Army Regulation AR 25-2 and AR 380-67. All information or data developed under this contract belongs to and is the property of the U.S. Government and shall be marked and handled as For Official Use Only (FOUO). The Contractor shall not release any information or data to third parties without the express written approval of the Procuring Contracting Officer. The Contractor shall have access to Government data for the accomplishment of work under this agreement. Contractors shall conform to all security requirements as specified in each TO and as detailed in the TO DD Form 254 (if required). A separate DD 254 is required for all TOs involving access to classified information. Internet site *HYPERLINK "http://www.classmgmt.com"http://www.classmgmt.com contains a complete booklet with instructions on how to prepare and submit a DD Form 254. Prior to starting work on the contract, the Defense Investigative Service Clearance Office (DISCO) must determine the eligibility of Contractor personnel and grant them access to the highest level of classified information covered by the contract (security clearance). Contact your Facility Security Officer (FSO) or the G2, TACOM LCMC for assistance in initiating action to receive a security clearance. For assistance with the DD254, contact, G2, TACOM LCMC at (586) 282-6262.

b. Army Information System (IS) Security Requirement:

1. Contractor will comply with all Department of the Army Directives, AR 380-5, AR 380-67, AR 25-1, AR 25-2, AR 380-3, AR 380-10, Commander - US Army Garrison Michigan (USAG-M), Network Enterprise Center (NEC), and Directorate Intelligence Security Division, memorandums, and numbered messages. All information systems (IS) require accreditation and certification and must be approved by the Designated Approval Authority (DAA). Approval is required prior to any IS connection to the network is accepted. Personnel requiring access to sensitive defense information, because of their duties in repairing or working on IS equipment or software, will be appropriately investigated based on the sensitivity of the Information Technology (IT) position held in accordance with AR 25-2. Before

a technician can work on IT hardware/software, the background investigation must be initiated

2. The requesting agency/contractor should have a contract with USAG-M and an on-site Information Assurance Security Officers (IASO). The IASO shall be knowledgeable of AR 25-2 and other security requirements, and would be the person responsible for that agency/contractor.

3. If remote access to Garrison-Michigan networks, hereby known as Garrison-Michigan networks, is needed for this agency/contractor to monitor Garrison-Michigan networks unclassified network, the agency/contractor must use a National Security Agency approved method to encrypt this information if it is sent/received outside this Command. The use of a commercial Internet Service Provider mail account or ftp for receipt or storage of government information is prohibited. A Terminal Server Access Controller System (TSACS) Account must be established and used for government email and installed on a government machine.

c. The security measures below are consistent with Dept of the Army security policies and directives and are required to protect all associated Garrison-Michigan networks. The goal is to ensure the confidentiality, integrity, and availability of Dept of the Army automation assets and software and to reduce cracker, hacker, and malicious code attacks to the maximum extent possible.

1. In accordance with (IAW) AR 25-2, agency/contractor employees must be designated as IT-I, IT-II, or IT-III positions. Personnel who require access to sensitive and/or classified defense information because of their duties with an Information Systems (ISs) will be appropriately investigated based on the sensitivity of the IT position held in accordance with AR 25-2. Before assumption of IT duties, an SF85P or SF86 must be completed and sent by your Facility Security Officer (FSO) direct to Defense Security Service for each individual requiring access. A copy of the SF85P or SF86 must be sent to AMSTA-CSS for review. AMSTA-CSS will summarize their findings and provide same to the USAG-M Designated Approving Authority (DAA) who can grant interim access to agency/contractor employees provided there are no derogatory issues found, the required investigation has been submitted by your FSO to Defense Security Service (DSS), and an EPSQ receipt is faxed to AMSTA-CSS at DSN 786-6362 or (586) 282-6362. The SF 85P or SF 86 copies can be mailed to: CDR U.S. Army TACOM, 6501 E. 11 Mile Road, ATTN: AMSTA-CSS, Warren, MI 48397-5000. Contractor will be responsible for submitting their required security investigations to Defense Investigative Service Clearance Office (DISCO). Upon request, contractor will provide security investigation data to Directorate Intelligence Security Division so their personnel can be incorporated into the Garrison-Michigan Security Clearance Roster.

2. Personnel assigned to IT-I positions must have completed an SF 85P and FP 258, have a favorable local review, and have initiated the National Agency Check with Local Agency and Credit Checks (NACLC), and proof of the initiation of the Single Scope Background Investigation before access to a Department of the Army automation network and information can be granted.

3. Personnel assigned to IT-II & III positions must have completed an SF 85P and FP 258, have a favorable local review, and have initiated the National Agency Check with Local Agency and Credit Checks (NACLC).

4. All agency/contractor employees who have access to Garrison-Michigan ISs must complete the following:

i. G2 TARP and Security Training (which includes Anti-terrorism, OPSEC and TARP (AR 525-13, AR 350-1) - Online or face-to-face;

ii. EMS ISO 14001 (Environmental Training (EO 13148) - Online if they have computer access or they should be made aware of environmental safety from their supervisors;

iii. DoD Information Awareness Assurance Training (AR 25-2) - Online - ONLY if they have a CAC, AKO account or access to government computers. If they do not have a CAC, AKO account or access to government computers, they do not need to take this training.

d. In accordance with FAR Part 31.205-44, Mandatory Training for continuation of contractor employee access to US Army TACOM facilities is an allowable cost. Contractors should allocate these training costs consistent with their normal accounting practice. In order to prevent double counting, if training is normally included in indirect cost, then it should not be charged direct.

e. All agency/contractor employees who have access to Garrison-Michigan ISs must each read and sign a copy of Acceptable Use Policy (AUP) annually. Proof of compliance will be retained by the IASO.

f. IAW Garrison-Michigan directives, submit the required completed forms for all agency/contractor employees that require Garrison-Michigan network(s) and Terminal Server Access Controller System (TSACS) access. The required forms are available in the Outlook Forms crib.

1. New MGNET Account;

2. Trusted System Application (TUA 12) with attachments;

3. Contractor/Vendor Terminal Server Access Controller System (TSACS) Account and Password Request;

4. An Accreditation and Certification process for each IS that operates within USAG-M must be reviewed by the Information Assurance Manager (IAM) and then forwarded to the DAA for final approval before connection is accepted.

g. IAW Dept of the Army Directives, AR 25-2, agency/contractor must have malicious code protection on their computers used to connect to the GARRISON-MICHIGAN networks. Malicious code protection must be monitored daily for updates and immediate implementation. NEC uses the most current version of Symantec Anti-virus software.

h. Report any malicious code problems or thefts of equipment, software, or code to the USAG-M Network Operations Center (NOC) IASO. The IASO will forward automation security concerns to his/her supporting Information Assurance Manager (IAM).

i. Secure the computer equipment and information associated with this contract in a locked office or container, and locked building.

j. Ensure only personnel designated to work on this contract have access to the computer equipment and information.

k. Foreign Nationals must not have access to this equipment and information.

l. Identify the physical security measures (i.e. locked office, locked buildings, building alarms etc.) in place to protect the contract-associated equipment and information at the agency/contractor location. Provide a short description and diagram.

m. NEC Helpdesk, when issuing an agency/contractor e-mail accounts, will ensure that their names, when displayed, show they are contractors and not government employees.

n. Access for agency/contractor will be limited to the TWNET and servers directly related to their contract work.

o. Each agency/contractor employee associated with this contract must have a unique Department of the Army issued password and user ID. User IDs and Passwords will not be shared among employees.

p. Coordinate with NEC to ensure computers used by the agency/contractor are properly configured to work with TSACS and the TWNET.

q. On completion of the project/contract the agency/contractor will notify the USAG-M IASO, who will then notify the NEC Information Assurance Team and NEC Helpdesk, so all network and TSACS access can be terminated.

r. POC for this action is Mr. Paul Gayan, IMNW-MIG-IMS, (586) 282-5561.

18. SOLICITATION/TASK ORDER OMBUDSMAN:

a. The TACOM LCMC has established the office of Ombudsman to assist industry in removing unnecessary and burdensome requirements from TACOM LCMC acquisitions. If you feel that this BPA or any task order issued under the resulting BPA contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the TACOM Ombudsman, LaRuth Shepherd at (586) 282-6597.

19. NON-PERSONAL SERVICES:

a. No personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

b. As stated in FAR Subpart 7.5, the Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to, in any way, change the contract, and if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

c. All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

d. The services to be performed under this agreement do not require the Contractor or its employees to exercise personal judgment

and discretion on behalf of the Government, but rather the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.

e. The Contractor shall insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

20. TASK ORDER LABOR CATEGORY/HOURS:

a. Each task order shall set forth approved labor categories, labor hours, and any other travel/direct material/other direct costs, as applicable, identified separately for the prime/team leader and any team member/subcontractor(s). The Contractor shall not utilize any labor category not specified in the task order. If additional labor categories and/or hours are required during performance of the task order, the Contractor shall provide notification to the Contracting Officer. A separate CLIN/SLIN may be established for labor hours, travel, direct materials, and other direct costs. Travel, direct materials, and other direct costs (and associated indirect costs) CLIN/SLINs shall be reimbursed at cost, no fee (or any G&A burden) or in accordance with the provisions of the FSS schedule (as applicable).

21. INSURANCE COVERAGE:

a. The Contractor shall procure and maintain the following minimum insurance during the period of performance of this contract in accordance with FAR 52.228-5, Insurance Work on a Government Installation:

1. $500,000 per accident for bodily injury;

2. No property damage general liability insurance is required.

3. Automobile Insurance (comprehensive form of policy) is required: $200,000 per person; and $500,000 per accident for bodily injury; and $20,000 per accident for property damage.

4. Standard Workmens Compensation and employers Liability Insurance. A minimum amount of $100,000 is required under the contract.

b. Prior to contract commencement, the Contractor shall furnish to the CO a certificate or written statement certifying compliance with the above required insurance coverage. The policies of the required insurance shall contain an endorsement stating that any cancellation or any material change adversely affecting the interest of the Government shall not be effective for a period of time prescribed by the State in which this contract will be performed, or until 30 days after the insurer or the Contractor gives written notice to the CO, whichever period is longer.

c. The Contractor agrees to insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation.

22. GOVERNMENT FURNISHED PROPERTY:

a. The Government may furnish to the contractor for use in the performance of this BPA, the property set forth in the individual task orders in accordance with the requirements of FAR 52.245-1.

b. Any Government Furnished Property/Equipment required for a specific task order will be set forth in the order.

23. TRAINING OF CONTRACTOR EMPLOYEES:

a. The Contractor shall provide only fully trained, experienced and technically proficient personnel. The Contractor shall not bill for labor hours or travel costs associated with Contractor employee training unless specifically required and authorized in a task order; however, with appropriate Government approval, Contractor employees may be allowed to attend Government sponsored training at the Contractor's expense.

24. KEY PERSONNEL:

a. Contractor Personnel serving in program management roles are considered to be critical to the successful performance of this BPA. Prior to replacing key personnel to the BPA or task orders, the contractor shall provide written notice to the contracting officer. The advance notice shall detail the proposed changes and demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced. This requirement is applicable to both prime contractor/team leader and team member/subcontractor key personnel.

25. CONFLICTS OF INTEREST:

a. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in FAR 9.5., Organizational and Consultants Conflicts of Interest, or that the Contractor has disclosed all such relevant information.

b. The Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take after consultation with the Contracting Officer to avoid, mitigate, or neutralize the actual or potential conflict.

c. The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose, or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

d. The Contractor shall include this clause in all subcontracts and in lower tier subcontracts unless a waiver is requested from, and granted by, the Contracting Officer.

e. In the event that a Task Order is issued to the Contractor that would require activity that would create a potential conflict of interest, the Contractor shall:

1. Notify the Contracting Officer of a potential conflict, and;

2. Recommend to the Government an alternate tasking approach which would avoid the potential conflict, or;

3. Present for approval a conflict of interest mitigation plan that will:
   i. Describe in detail the Task Order requirement that creates the potential conflict of interest, and;

   ii. Outline in detail the actions to be taken by the Contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.

f. The Contractor shall not commence work on a Task Order related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.

26. MANPOWER REPORTING REQUIREMENTS

a. The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: *HYPERLINK "https://cmra.army.mil"https://cmra.army.mil.

b. The required information includes:

1. Contracting Office, Contracting Officer, Contracting Officers Technical Representative;

2. Contract number, including task and delivery order number;

3. Beginning and ending dates covered by reporting period;

4. Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;

5. Estimated direct labor hours (including sub-contractors);

6. Estimated direct labor dollars paid this reporting period (including sub-contractors);

7. Total payments (including sub-contractors);

8. Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);

9. Estimated data collection cost;

10. Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);

11. Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest

city, country, when in an overseas location, using standardized nomenclature provided on website);

12. Presence of deployment or contingency contract language, and;

13. Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

c. As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractors systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site. Information from the secure web site is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data.

27. ADDITIONAL CONTRACTOR REQUIREMENTS:

a. The Contractor shall not employ any personnel for work on this contract who would create a conflict of interest or pose a potential threat to the operational mission or security of the installation and/or its population. Further, the Contractor agrees to use only United States Citizens and employees without felonious criminal history.

b. Upon notification by the Government, the Contractor shall immediately agree to remove from the contract any employee(s) not performing IAW the requirements set forth herein. This may be due to lack of demonstrated skill or for failure to comply with applicable instructions, directives, regulations, or policies. The Contracting Officer may require the Contractor to remove from the job those employees who endanger persons or property; those who manufacture, distribute, dispense, possess or use controlled substances at the work site; and those whose continued employment under this contract is inconsistent with the interest of military security.

c. The Contractor agrees to provide employees who are willing to make effective use of available work time to accomplish assigned tasks, to work 40-hour work-weeks, Monday through Friday, coinciding with applicable Federal Holidays, and the normal working hours within the area assigned, mandatory overtime if necessary, and second or third shift if mission needs dictate. Contract employees, however, are not authorized to work in Government work areas unless Government employees are present, to include periods of overtime and/or shift changes.

d. All Contractor employees will be required to wear prominently-displayed identification, showing the name of the Contractor, the name of the employee, and the word CONTRACTOR at all times.

e. Contractors will be required to answer all telephone calls (and to present themselves at any meetings attended) by identifying themselves with the name of the Contractor, the employee name, and by stating that he/she is a Contractor. Example, "ABC Resources, I am Contractor John Doe."

f. Contract employees are not allowed periods of Administrative Leave that are granted to Government employees by local Commanders for attendance at various Government functions, early holiday dismissals, etc. Instead, contract employees will have the option of remaining at the work site, taking vacation time, or taking time off without pay, subject to mission requirements, as determined by the Contractor Employee's Management and coordinated with the Government Contracting Officer Representative (COR).

g. The Contractor is responsible for obtaining all necessary Security and Access credentials for new contracted employees, prior to the reporting date. Copies of completed Security documents, and any supporting material (copies of court dispositions, etc.), are to be hand-carried to the Security Office, by the new employee, after obtaining an access badge. All documents must be presented to obtain an appropriate Contractors Security Badge. Upon completion and/or termination of a contract employees employment, the Contractor is responsible for insuring all Security ID badges (i.e., Contractors Badge and CAC Card), car decals, and any other property of the Government is returned to the Government COR in a timely and expeditious manner, for appropriate disposition. NOTE: Failure to comply with this requirement will result in appropriate legal action.

h. In the event of catastrophic computer failure or otherwise unavoidable, significant, and unforeseen workload delays, the Government reserves the right to put the Contractors services on hold until such time as work can again commence. During such times the Contractor employees will not be required to report to work and the Government will not be charged for services.

i. Contractor personnel will be required to document all work performed and hours worked on the appropriate forms. Completed forms will be reviewed, verified, and signed by the COR.

j. The contractor shall comply with all applicable Occupational Safety and Health Standards (OSHA) Standards, technical orders, regulations, and referenced publications. The contractor shall comply with the highest degree of safety protection where any disagreements exist. Accident prevention and safety practices on contractual work under the jurisdiction of the Contracting Officer are the responsibilities of the contractor concerned. The Contractor shall brief all employees on proper safety and accident reporting. The Contractor shall provide all occupational health services to his employees. Contractor employees shall be instructed to notify the

Contractors contract manager of potential or existing occupational health hazards that require attention.

k. Unscheduled gate closures by the Security Police may occur at any time causing personnel entering or exiting a closed military installation to experience a delay. This cannot be predicted or prevented. Labor hour employees are not compensated for unexpected closures or delays privately owned vehicles belonging to contractor personnel are subject to search pursuant to applicable regulations. The award of this agreement does not create a right to have access to any military installation. Any violation of an installation regulation or of state or federal statute may result in the termination of the privileges to enter the military installation.

28. RULES AND REGULATIONS ON A GOVERNMENT FACILITY:

a. Rules and regulations outlined in this agreement and TOs shall apply to the Contractor, including its employees and any subcontractors, while on the premises of the customer agency. These regulations include presenting valid identification for building entrance and obeying all the rules and regulations provided by the agency.

b. If work is to be performed in a restricted area, Contractor personnel shall be escorted at all times. Contractors shall comply with the safety rules of the Government installation that concern related activities not directly addressed in this agreement. The Contractor shall take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel connected in any way with performance under this agreement.

29. INTERPRETATION OF CONTRACT REQUIREMENTS:

a. If the Contractor finds clarification necessary with respect to the scope of the services to be performed or manner in which the services are to be performed hereunder, he shall request such clarification from the PCO. No interpretation of any provision of this contract, including applicable specification, shall be binding on the Government unless furnished or agreed to in writing by the PCO.

30. INVOICE/BILLING PROCEDURES:

a. Payment, Firm-Fixed-Price, Level of Effort

1. The contractor may expend up to the total number of level-of-effort hours set forth in the labor categories at the firm-fixed-price rates in the task order.

2. The contractor shall be paid only for the total hours expended upon verification by the contracting officer or the contracting officer's representative (COR) that the performance is acceptable. The contractor may invoice monthly at the firm-fixed-price billing rates for the actual hours expended per labor category.

3. If it appears, in accordance with the Performance Standards in the PWS, that the contractor's best effort is not being applied, future options shall not be exercised under this task order.

4. If material/ODCs and/or travel is included in the task order, they shall be established as ceiling priced CLINs. The contractor may add indirect rates (burdens) to these items if they have been approved for this BPA period of performance, however no profit is allowed on these items.

5. The contractor may use a greater or lesser number of hours in any labor category, but shall not charge more than the firm-fixed-price hourly rates and shall not exceed the total level of effort hours or the total amount of the Labor CLIN included in this task order.

b. Invoices shall be prepared in accordance with paragraph (g) of FAR Clause 52.212-4 - Contract Terms and Conditions Commercial items.

c. The contractor shall prepare all invoices at the contract/subcontract line item (CLIN/SLIN)/ACRN level and so specify on all invoices submitted. Likewise, the Paying office will ensure that all invoices are disbursed as indicated on the invoices.

d. The contractor shall identify on each invoice: (1) the contract number, (2) the task order number, (3) the CLIN/SLIN and/or CLIN/SLIN number, (4) the accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA, (5) the PRON; and (6) in the address block, the contractor Taxpayer Identification Number, point of contact, and telephone number.

e. The Department of Defense requires that the Taxpayer Identification Number (TIN) be placed on all certified payment vouchers, including non-profit organizations, when submitting payment to the disbursing office. The only exception is foreign vendors, which will have the word "foreign" in the TIN field. Invoices will be returned to the vendor without payment if a TIN is not provided.

f. Billing labor rates shall reflect the current GSA FSS rate less any applicable discount provided at the BPA or task order level.

g. Direct Materials: Reimbursement of direct materials shall be limited to materials specifically stated and defined in the task

order SOW which enter directly into the deliverables, or which are used or consumed directly in connection with the furnishing of the deliverables.

h. Material Handling/Burden Costs: All material handling/burden costs shall be included in the contractors loaded labor rates and shall be in accordance with the GSA schedule. No other indirect costs (G&A burdens) shall be allowable under this agreement and any TOs awarded unless the contractor provides official documentation (page) from their current applicable schedule, that states otherwise.

i. Other Direct Costs (ODCs) - Backup documentation for ODCs shall be provided for review and examination at Government request.

j. Travel: The contractor will be reimbursed for travel expenses incurred by its employees performing work under individual task orders in accordance with the Joint Travel Regulations (JTR) and the following:

1. Transportation within the Continental United States (CONUS) and Outside the Continental United States (OCONUS) shall normally be made by commercial carrier and cost paid by the Contractor, subject to reimbursement on presentation of properly certified claims in accordance with the Contractor's travel policies and method of billing as set forth in the Contractor's FSS schedule.

2. Transportation by personal or rental automobile may be used when determined by the COR/TM to be the most economical method of transportation.

3. The Contractor shall not be reimbursed as a direct charge under this BPA for any costs of transportation for on base travel on U.S. Government facilities. The Contractor shall not be reimbursed for costs associated with Contractor personnel travel to and from their place of residence to their primary duty station. Local travel in performance of a task order will be reimbursable on a case-by-case basis at the contracting officer's discretion.

4. All allocable and allowable travel (including per diem) will be billed in accordance with the Joint Travel Regulations (JTR) and the Contractor's cost accounting system.

5. The Government will only reimburse for airfare associated with R&R Travel IAW JTR, which is one (1) time every twelve (12) months.

k. Any Other Direct Costs (ODCs) reimbursable under this BPA shall be identified and authorized at the task order level.

l. Hours claimed for payment and included in invoices shall be separately identified to the period in which they were incurred for verification and comparison with the Performance and Cost Reports.

m. Billing Period - Vouchers shall be submitted with a frequency no greater than once per month. However, the Government may allow billing every two weeks, on a case-by-case basis.

31. SPECIAL CONTRACT REQUIREMENTS:

a. DEPLOYMENT: If applicable, current OCONUS deployment regulations and clauses shall be added at the task order level.

b. The rates applied will be the allowable rates as determined by the State Department for the area of operation.

32. In accordance with FAR 52.232-4007 WIDE AREA WORKFLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS APR/2008 (TACOM)

a. TACOM-Warren uses WAWF-RA (Receipt and Acceptance) to electronically process vendor requests for payment. (See DFARS clause 252.232-7003, entitled Electronic Submission of Payment Requests and Receiving Reports). Under WAWF-RA, vendors electronically submit (and track) invoices, and receipt/acceptance documents/reports. Submission of hard copy DD250/invoices is no longer acceptable for payment purposes.
The contractor shall register to use WAWF-RA at *HYPERLINK "https://wawf.eb.mil"https://wawf.eb.mil There is no charge to use WAWF. Direct any questions relating to system setup and vendor training to the Help Desk at Ogden, UT at 1-866-618-5988. Web-based training for WAWF is also available at *HYPERLINK "http://www.wawftraining.com/"http://www.wawftraining.com/

b. To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below. Also, contractors must ensure to include the purchase request number in the line item description. This number can be found under the line item description on the order/contract.
(Type of Invoice: If this contract calls for contractor submission of a Material Inspection and Receiving report by virtue of the inclusion of the clause at DFARS 252.246-7000, Material Inspection and Receiving Report, use a combo Invoice and Receiving Report. If this DFARS clause is NOT in the contract, use a two-in-one invoice as described in WAWF.)

c. USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

1. Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)

2. Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)

3. Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the
cover page; Block 15 of SF 1449)

4. Accept-By DoDAAC Code:

i. Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

d. NOTE: 2 IN 1 INVOICE IS REQUIRED FOR THE LABOR EFFORT AND A COST VOUCHER IS REQUIRED FOR TRAVEL AND MATERIAL/ODCs. BEFORE INPUTING A COST VOUCHER FOR TRAVEL AND ODCS INTO WAWF, THE COST VOUCHER SHOULD BE SUBMITTED TO THE COR FOR APPROVAL. ONCE APPROVAL IS RECEIVED, UPLOAD THE COST VOUCHER AS WELL AS THE COR APPROVAL INTO WAWF.

e. The WAWF system will prompt for additional e-mail submission after clicking signature. The following additional e-mail submissions are required:
Primary Acceptor Name:
Primary Acceptor e-mail:
Alternate Acceptor Name:
Alternate Acceptor e-mail:
Third-level Acceptor Name:
Third-level Acceptor e-mail:

f. The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

g. If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

33. EXPEDITED CLOSE-OUT PROCEDURES OF INDIVIDUAL TASK ORDERS:

a. Both the Government and Contractor have agreed to expedite close-out of awarded task orders within 90 days of the service completion date of task orders that do not have subcontracts, and 120 days with those that do involve subcontractors. Furthermore, within 90 days of the service completion date (or 120 days if a subcontractor is involved), all GFE/GFI will be returned by the contractor and the contracting office will email a notice to the contractor with their unliquidated dollar amount (ULO). The contractor will have 2 weeks (10 business days) to respond that they agree or disagree with the ULO amount. If they disagree, the amount will be negotiated and a close-out modification will be issued. If they do not respond, the task order will be closed and the dollar amount adjusted, via modification, at the Governments records.

34. TACOM OPERATIONS SECURITY (OPSEC) REVIEW PROCESS:

a. OPSEC Review is required to evaluate government information (documents, video tapes, voice tapes, briefings, articles, or equipment) to determine if it can be designated for unclassified and unlimited (public domain) distribution. Before a government employee or contractor can release US Government information to the public, it must have an OPSEC Review. Please e-mail the Contracting Officer a copy of the press release your firm intends to release.

*** END OF NARRATIVE A0001 ***

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
1	52.204-4600	CONTRACTOR VERIFICATION SYSTEM (CVS) PROGRAM	APR/2007

The contractor is responsible for processing applications for Common Access Cards (CAC) for every contractor employee who deploys with the military force, OR who has need to access any government computer network in accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel.

The contractor is responsible for managing requests for new or renewal CAC cards in sufficient time to ensure that all contractor employees have them when needed to perform work under this contract. The norm is at least ten calendar days advance notice to the Trusted Agent* (TA), unless there are extenuating circumstances approved by the Contracting Officer's Representative (COR) or Contracting Officer. *The COR will be the TA for this contract.

The contractor shall obtain an Army Knowledge Online (AKO) email address for each applicant, including subcontractors, who may be deployed or require local access to a government computer network. This can be done by going to http://www.us.army.mil and registering as an Army Guest with the sponsor being the COR. Note: If a contractor employee loses the privilege to access AKO, they lose the ability to renew their CAC. Therefore it is critical that contractor employees maintain their AKO accounts.

It is recommended that a Corporate Facility Security Officer (FSO) be established to serve as your firm's single point of contact for CVS. If a FSO is not established, each contractor employee requiring a CAC card will be required to process their own applications.

CAC applications must be processed through the DoD's Contractor Verification System (CVS). The contractors FSO or contractor employee shall submit requests for a CAC via email to the CVS Trusted Agent (TA) at Contracting Officer's Representative designate, before accessing the CVS website.

The government will establish a CVS application account for each CAC request and will provide each contractor employee a USER ID and Password via email to the FSO. The FSO or contractor employee shall access the CVS account and complete the CAC application (entering/editing contractor information as applicable) at https://www.dmdc.osd.mil/appj/cvs/index.jsp.

The FSO or contractor employee will submit completed applications in CVS, and will follow up to ensure that the TA is processing the request.

The government will inform the contractor's applicant via email of one of the following:

- Approved*. Upon approval, the information is transferred to the Defense Enrollment Eligibility Reporting System (DEERS) database and an email notification is sent to the contractor with instructions on obtaining their CAC. The contractor proceeds to a Real-Time Automated Personnel Identification System (RAPIDS) station (http://www.dmdc.osd.mil/rsl/owa/home provides RAPIDS locations).

- Rejected*. Government in separate correspondence will provide reason(s) for rejection.

- Returned. Additional information or correction to the application required by the contractor employee.

*The contractor will maintain records of all approved and rejected applications.

At the RAPIDS station, the RAPIDS Verification Officer will verify the contractor by SSN, and two forms of identification, one of which must be a picture ID. The Verification Officer will capture primary and alternate fingerprints and picture, and updates to DEERS and will then issue a CAC.

Issued CACs shall be for a period of performance not longer than three (3) years or the individual's contract end date (inclusive of any options) whichever is earlier.

The contractor shall return issued CACs to the DEERS office upon return from deployment, departure or dismissal of each contractor employee. A receipt for each card must be obtained and provided to the TA/COR.

A CAC cannot be issued without evidence that a National Agency Check with Written Inquiries (NACI) has at least been initiated by the FSO. CVS will be linked to the Joint Personnel Adjudication System (JPAS) in the near future. The TA will have to verify via JPAS that the NACI has been initiated by the FSO before he/she can approve a contractor request for a CAC.

Details and training on CVS are available on AKO at https://www.us.army.mil/suite/portal/index.jsp or by contacting the CAC helpdesk at iacacpki.helpdesk@us.army.mil or 703-545-2000.

(End of Clause)

2 952.222-0001 (C3) PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS JUL/2010

(a) All contractors (contractors refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the persons liberty to move or travel, in order to maintain the labor or services of that person.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employees native language that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractors written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Governments Quality Assurance process.

(6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures, and the requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End of clause)

OMNIBUS III 2009 OPEN SEASON SCOPE OF WORK

C.1 BACKGROUND

C.1.1 The purpose of this effort is to provide the Program Executive Office for Combat Services & Combat Service Systems (PEO CS&CSS), Program Executive Office for Ground Combat Systems (PEO GCS), Program Manager for Future Combat Systems (Brigade Combat Team) (PM FCS), US Army Tank-Automotive Research, Development and Engineering Center (TARDEC), US Army Tank-Automotive Depots and Arsenals and their assigned Project, Product and Program Managers the services required for the successful execution of their mission.

C.1.1.1 The PEO CS&CSS, PEO GCS, PM FCS, TARDEC, and Depots/Arsenals management system is a process that continually evolves. This Statement of Work (SOW) is intended to apply to any successor organizations(s), as well as any new program/project/product offices, which are assigned to PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals or any successor. It also applies to program/project offices transferred from PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals to other management organizations.

C.1.1.2 USE BY OTHER ORGANIZATIONS

C.1.1.2.1 Other TACOM Contracting Centers organizations (PEO Soldier, Contracting Center, Integrated Logistics Support Center and TACOM Partners (US Army Garrison) may utilize this BPA to acquire services covered by this statement of work. These organizations must first obtain written approval from the Procuring Contracting Officer (PCO) before its use is authorized. Hereinafter, reference made to PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals shall also include the aforementioned TACOM LCMC organizations and partners when appropriate.

C.1.2 The objective of this contract is to provide information and products necessary for timely and cost effective management of PEO-CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals weapon systems and componentry through all Acquisition Milestones and Phases, and

throughout the life cycle of the program to include fielding, deployment, and disposal.

C.1.3 Services to be provided include the following disciplines: program/project management, product assurance and test, technical, engineering, and logistics services. The types of services that may be ordered under this BPA are covered under the GSA Schedule contracts and applicable Special Item Numbers (SINs) identified below. A listing of the service descriptions for each applicable SIN is included as exhibit C.

871 PROFESSIONAL ENGINEERING SERVICES

871-1 Strategic Planning for Technology Programs/Activities
871-2 Concept Development and Requirements Analysis
871-3 System Design, Engineering and Integration
871-4 Test and Evaluation
871-5 Integrated Logistics Support
871-6 Acquisition and Life Cycle Management

874 MISSION ORIENTED BUSINESS INTEGRATED SERVICES (MOBIS)

874-1 Consulting Services
871-2 Facilitation Services
874-3 Survey Services
874-4 Training Services
874-5 Ancillary Supplies and/or Services
874-6 Acquisition Management Support
874-7 Program and Project Management
874-9 Off-the-Shelf and Customizable Print, Audio, and Visual Instructional Training Devices

874V LOGISTICS WORLDWIDE (LOGWORLD)

874-501 Supply and Value Chain Management
874-503 Distribution and Transportation Logistics Services
874-504 Deployment Logistics Services
874-505 Logistics Training Services
874-506 Ancillary Support Products
874-507 Operations & Maintenance Logistics Management and Support Service

C.2 GENERAL

C.2.1 All work under this contract shall be performed only to the extent authorized by discrete task orders, which have been approved by the Contracting Officer.

C.2.2 In accomplishing the effort under this contract, the Contractor agrees not to duplicate or otherwise provide efforts, present or future, required to be performed under any current or past Government contracts with the Contractor.

C.2.3 The Contractor, as an independent Contractor, and not as an agent of the Government, shall provide all necessary labor, materials, supplies, services, facilities, and equipment to perform the specific work and services required by individual task orders.

C.2.4 The Contractor shall have access to Government data for the accomplishment of work under this contract.

C.2.5 The Contractor shall manage and control the resources necessary to ensure timely achievement of all requirements of this contract. Frequent liaison and coordination shall be required with the PEO and its Project/Product/Program Managers located in Warren, MI, Natick, MA, Rock Island, IL, Washington DC area and Huntsville, AL. The Contractor shall maintain a local office close to the Warren location.

C.2.6 The Contractor shall employ a management system that emphasizes the DoD Management Philosophy of continuous process improvement in delivering services hereunder.

C.2.7 Some individual task orders may include socio-economic status as an evaluation factor. If this is the case, then large business primes can elect to offer a direct award to one of its small business teammates. If the teammate receives the award, the task order will be awarded directly to the small business pursuant to a separate Blanket Purchase Agreement established for that specific task order and any subsequent task orders that might be awarded to that same small business. A large business prime is not allowed to submit a proposal for its own company when offering up a direct award to a small business teammate. The large business will receive credit for the direct award against the 15% small business participation goal for this new period of performance, 30 Jan 2012 through 31 Dec 2012.

C.2.8 Large business primes will be required to utilize U.S. Small Businesses for at least 15% of the total dollar value of the orders

issued in the ordering period from 30 Jan 2012 through 31 Dec 2012. The U.S. Small Businesses may be either the prime contractors teammates or 1st tier subcontractors. Large business prime contractors must still comply with their small business subcontracting plans filed with GSA.

C.2.8 AWARD TERM CLAUSE

C.2.8.1 The award term concept is an incentive that permits extension of the contractual performance period beyond the base period for exceptional performance. The BPA team may earn extensions to the BPA performance period on the basis of performance during the previous evaluation periods. During each year of performance, the quality of performance by each BPA team will be assessed to determine if it is in the best interest of the government to continue with the BPA relationship. Additional one-year BPA performance periods may be awarded during each year based on how the contractor has performed against the following criteria:

C.2.8.1.1 Task Order Performance;

C.2.8.1.2 Actual performance versus proposed goals for:

C.2.8.1.2.1 Direct awards to small business team members; and,

C.2.8.1.2.2 Small business subcontracting;

C.2.8.1.3 Responsiveness;

C.2.8.1.4 Competitiveness.

C.2.8.2 For purposes of the Governments evaluation of contractor performance, task order performance is the most important criteria and is substantially more important than the other three factors; the first being Actual performance versus proposed goals for: (i) Direct awards to small business team members and (ii) Small business subcontracting; the second being Responsiveness; and the third being Competitiveness. Actual performance versus proposed goals; Responsiveness and Competitiveness are all approximately equal in importance.

C.2.8.3 Changes to the award term criteria may be made unilaterally by the Government prior to the beginning of each award term evaluation period, provided that the BPA teams must be given at least 15-days advance notification of the change.

C.2.8.4 Each BPA holder will provide a self evaluation of its performance in relation to the performance criteria in accordance with Exhibit D, Contract Data Requirements List, A001, entitled Performance Review Report.

C.3 SCOPE OF WORK

C.3.1 MEETINGS AND MINUTES

C.3.1.1 START OF WORK MEETING

C.3.1.1.1 The Contractor shall have a start of work meeting within 30 days after contract (DAC).

C.3.1.2 OTHER MEETINGS

C.3.1.2.1 The Contractor shall attend, participate in, and/or conduct meetings when requested by the Government in accordance with a task order. Meetings may include Assistant Secretary of the Army (Acquisitions, Logistics, Technology) Briefings, General Staff Meetings/Briefings and PEO/PM subject specific meetings as directed by individual task order. The Contractor shall prepare meeting agendas and submit them via email as specified in an individual task order.

C.3.1.3 ACCESS TO DATA

C.3.1.3.1 On request by the Contracting Officer or designated representative, the Contractor agrees to provide access to records and data generated in the course of performing an individual task order. The Government shall have access and retention and use rights to all data (e.g. hard copy and computer files generated under the applicable task order, and all underlying data and files) as well as reports, assessments, software programs, technical reports and analyses.

C.3.2 DOCUMENT PREPARATION

C.3.2.1 DOCUMENTATION PREPARATION

C.3.2.1.1 The contractor shall prepare all documentation electronically, in accordance with the individual task order.

C.3.2.2 REPORT PREPARATION

C.3.2.2.1 Technical information shall normally be supplied in report form. Each report shall include a report documentation page. The Contractor, when requested, shall provide technical information, analyses, and recommendations in the form of briefings which shall include preparation of chart data. This data may include interdisciplinary assessment of issues, problems, schedules and alternatives. Subject matter may pertain to all areas within this SOW, including program management, requirements development and planning, acquisition and production planning, test planning, configuration management, safety, and integrated logistics support. Special data shall be required from time to time for presentation to the individual PMs, PEO, Army Contracting Command - Warren, Army Materiel Command (AMC), Department of Army, or Department of Defense (DoD) in connection with milestone and special reviews. All briefing charts shall be prepared as specified in the task order.

C.3.2.3 MONTHLY REPORTS

C.3.2.3.1 The Contractor shall submit monthly reports in Contractor format as required by the individual task order. These reports shall include individual task order status, action items and responsible parties, outstanding issues or problems, and the amount of funds expended and those remaining. The reports shall be the base briefing tool utilized at the In-Process Reviews (IPRs). Reports shall be prepared and submitted in the quantities and in accordance with delivery schedules established within individual task orders.

C.3.2.4 OTHER REPORTS, DOCUMENTATION AND ANALYSES

C.3.2.4.1 Other reports, documentation and analyses shall be prepared and delivered in accordance with the task order. The contractor shall develop tools, methodologies, statistical analysis techniques, system process models, scheduling systems, and shall provide other specialized functional services for implementing mission objectives.

C.3.2.4.2 The Contractor shall use computer software which is compatible with the hardware/software utilized by specified Secretary of the Army (SA) organizations.

C.3.2.4.3 The contractor shall provide research and analysis (R&A) and Monthly Acquisition Program Review (MAPR), audit and Strategic Readiness System/ metric services.

C.3.2.4.4 The Contractor shall monitor contract status and execution as requested for SA assigned systems.

C.3.2.4.5 The contractor shall maintain contracting records when required.

C.3.3 REVIEWS, DECISION MILESTONES, AND OTHER PROGRAM MANAGEMENT EVENTS

C.3.3.1 The Contractor shall implement Program Reviews throughout the material acquisition process, including preparation of graphic materials and development of program management documentation.

C.3.3.2 The contractor shall participate in work groups convened in conjunction with decision reviews and shall prepare milestone review packages, including preparation of agendas, data books and briefings, and services-scheduled reviews, including type classification actions and post milestone review get-well plans.

C.3.3.3 The Contractor shall develop a database accessible to the government containing milestone events, dates, and action office identifications. The format shall be specified in each individual task order, but most likely it shall be Microsoft Office or a compatible application.

C.3.3.4 The Contractor shall conduct Market Research (MR) activities to include Market Surveillance (MS) and Market Investigations (MI). These market research activities shall include informal surveillance of the market for those areas that are identified in the task order. Surveillance may include searches on the internet, trade magazines, trade shows, and contractor site visits. The Contractor shall prepare and conduct formal MIs and analyze the User and Contractor Questionnaire surveys in accordance with DOD regulations and policy.

C.3.3.5 The contractor shall participate in source selection evaluations, as required, in accordance with applicable regulations regarding rules concerning Conflicts of Interest and Non-Disclosure of Proprietary data, and subject to notification to all offerors in the solicitation and compliance with all pertinent regulatory provision.

C.3.3.6 The contractor shall provide acquisition decision services, business case analysis, strategic planning, and strategic communications for PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals.

C.3.4 HORIZONTAL TECHNOLOGY INTEGRATION (HTI)

C.3.4.1 The purpose of the HTI Program is modernization of the battlefield through integration of common technology across weapon platforms. The Contractor shall provide evaluation expertise for potential improvements with respect to system functionality and affordability. Potential improvements may involve survivability, mobility, lethality, sustainability, performance, operating, cost reduction, and value engineering. Services shall include providing personnel with demonstrated expertise in support of Modernization

through Spares (MTS) and Operations and Support Cost Reduction (OSCR) initiatives, tradeoff analysis, cost benefit analysis or life cycle cost projections, and in the conduct of pilots and demonstrations relevant to fact based evaluation of these services.

C.3.4.2 EMERGING TECHNOLOGIES

C.3.4.2.1 The Contractor shall closely monitor and assess relevant state of the art technological innovations (e.g., emerging technologies) for potential HTI program impacts and application. The Contractor shall inform the Government of any identified technological opportunities, including recommendations for further analysis and suggested applications. This effort shall include identification and analysis of any possible shared technology opportunities.

C.3.4.2.2 The Contractor shall assess, evaluate, and make recommendations regarding technology development opportunities for current and future ground systems. The Contractor shall be required to provide technical expertise in the areas of policy and guidance, as well as implementing programs, documents and reports relating to technology development and applications.

C.3.4.2.3 The Contractor shall evaluate the producibility of the proposed HTI technologies, and identify and evaluate producibility issues in order to assess their impact on the economic feasibility of production.

C.3.4.2.4 The Contractor shall prepare Research and Development (R&D) Plans. The purpose of the plan is to identify new technologies, ideas and concepts to address emerging requirements. The plan shall provide a roadmap that shall be used to guide the research.

C.3.4.3 TRADE-OFF ANALYSES

C.3.4.3.1 When required by a task order, the Contractor shall perform trade-off analyses. The analysis may be for any system or effort within SA requiring this type of analysis.

C.3.5 PRODUCT ASSURANCE AND TEST SERVICES

C.3.5.1 TEST PLAN

C.3.5.1.1 The Contractor shall prepare, coordinate inputs for and submit project/program Test and Evaluation Master Plans (TEMPs) and related documents for Government review. The Contractor shall make all required revisions and maintain updated documents as stated in the task order.

C.3.5.1.2 The Contractor shall attend and participate in Test Integration Work Group (TIWG) and Test Coordination Meetings.

C.3.5.2 TEST SERVICES

C.3.5.2.1 The Contractor shall provide technical and administrative services at both Government and contractor test sites. Services to be provided to the Contracting Officer Representative (COR) and Functional Technical Representatives (FTRs) shall include daily monitoring of Government-Furnished office equipment, on-going testing, coordination activities, attending test meetings, coordinating visits and briefings, and providing daily test incidents and report summaries as required.

C.3.5.2.2 The Contractor shall collect all Test Incident Reports (TIRs) prepared by both Government and Contractor test agencies. The contractor shall schedule, attend, and participate in TIR review and close-out meetings. The contractor shall also, monitor progress and report status of failure-through analysis close-out as required by task order.

C.3.5.2.3 The Contractor shall maintain surveillance of test activities through on-site representation. Surveillance may include monitoring the progress of tests, the condition of test and test services equipment, the availability of repair parts, the status of equipment repair, and other similar test-related activities. The Contractor shall attend meetings or briefings and submit surveillance reports as required by individual task orders.

C.3.5.2.4 SYSTEM SUPPORT PACKAGE

C.3.5.2.4.1 When requested, the Contractor shall prepare and provide a System Support Package (SSP) Components List(s) (SSPCL). The list shall include all required components for testing services, and shall identify existing Government tools and test equipment used to perform testing services. The SSP shall consist of all items on the SSPCL. The SSP requirements include repair parts, technical manuals, Basic Issue Items (BII) common and special tools, and test equipment. The Contractor shall assemble and ship (to include packing, packaging, and transportation) the SSP to the appropriate test site, within the time specified in the task order. The Contractor shall track the consumption of components and maintain control of the SSP.

C.3.5.3 QUALITY ASSURANCE

C.3.5.3.1 The Contractor shall provide quality assurance and quality engineering services. Tasking may include developing quality requirements, reviewing and analyzing armor weld procedures, developing fastener requirements, analyzing compliance, monitoring tests, reviewing Contractor quality assurance systems, and participating in quality audits.

C.3.6 RELIABILITY, AVAILABILITY, MAINTAINABILITY (RAM) PROGRAM SERVICES

C.3.6.1 The Contractor shall provide RAM Program Management services. Tasks may include analyzing data, reviewing and critiquing program plans, participating in conferences and meetings, auditing Contractor field failure analyses and corrective action programs, and researching alternative solutions for performance or reliability issues.

C.3.7 MATERIAL RELEASE SERVICES

C.3.7.1 The Contractor shall prepare release packages in accordance with Army regulations, coordinate the timely receipt of documentation, and present status briefings.

C.3.8 COST ANALYSIS AND BUDGET SERVICES

C.3.8.1 The Contractor shall provide cost analysis and budget services. Required services include coordinating and consolidating data, documenting cost estimates, and preparing necessary reports. All documents shall be prepared in accordance with governing cost regulations and their implementing guidance.

C.3.8.2 The Contractor shall provide services for budget exercises and miscellaneous cost reports, including, but not limited to Program Office Estimates (POE), Selected Acquisition Reports (SAR), Defense Acquisition Executive Summaries (DAES), Unit Cost Reports (UCR), Analyses of Alternatives (AOA), Cost Analysis Requirements Documents (CARD), reviews of Contractor cost and schedule performance, alternative strategy comparative cost analyses, and product improvement reports.

C.3.8.3 The Contractor shall provide expertise in the development of Program Objective Memoranda (POM) and other budget documents.

C.3.8.4 The Contractor shall develop budget documentation, including P-Forms, R-Forms and Operations and Maintenance, Army (OMA) budget submissions.

C.3.8.5 The Contractor shall prepare Smart Charts.

C.3.8.6 The Contractor shall prepare Un-Funded Requirements (UFRs). In the process of doing so, the contractor shall be allowed access to appropriate Government databases.

C.3.9 PRODUCTION PLANNING AND ANALYSES

C.3.9.1 The Contractor shall provide production planning and analysis services. Taskings may include developing alternative and multi-facility production schedules, review of Government contractor progress/reporting against production efforts, reviewing production rates of Government contractors, reporting and tracking of Defective Government-Furnished Material (DGFM), and monitoring production baseline delivery schedules and industrial base and mobilization studies. The Contractor shall assess industrial base production capabilities and surge capabilities, identifying any potential problems in that area.

C.3.10 LOGISTICS MANAGEMENT

C.3.10.1 INTEGRATED SUPPORT PLAN (ISP)

C.3.10.1.1 The Contractor shall prepare and keep updated, an ISP for defined system configuration. Taskings may include describing the overall Integrated Logistics Support (ILS) program, including all ILS program requirements, tasks, and milestones for the current acquisition phase.

C.3.10.1.2 LOGISTICS DOCUMENTATION

C.3.10.1.2.1 The Contractor shall prepare other logistics acquisition documents contained within the DoD 5000 series regulations, following the requirements of the applicable Army regulations and pamphlets, as these documents may be identified by individual task orders.

C.3.10.1.3 ILS MANAGEMENT SERVICES

C.3.10.1.3.1 The Contractor shall provide other ILS management services, such as participating in engineering design reviews; participating in diagnostics strategy meetings; developing ILS assessments for the 17 elements of ILS; and participating in ILS management team meetings for the system being acquired.

C.3.10.2 INTEGRATED LOGISTICS SUPPORT/MANPOWER & PERSONNEL INTEGRATION (MANPRINT) PROGRAM

C.3.10.2.1 The Contractor shall monitor ILS and MANPRINT functions such as those listed below. Specified tasks performed by the system contractors shall be assessed/evaluated. The Contractor shall monitor, recommend, and integrate ILS/MANPRINT documents. Work shall be

performed in a way that:

C.3.10.2.1.1 Minimizes the use of external Test Measurement and Diagnostic Equipment (TMDE).

C.3.10.2.1.2 Maximizes the use of Built-In Test and Test Equipment (BIT/BITE).

C.3.10.2.1.3 Maximizes forward replacement of components.

C.3.10.2.1.4 Considers Operation and Support Costs (O&S), cost savings, and ease of maintenance, as critical elements in system design phases.

C.3.10.2.1.5 Emphasizes commonality, modularity, and interchangeability of major components for systems designs, in order to simplify maintenance, logistics, and training burdens.

C.3.10.2.1.6 Identifies system, manpower, personnel, training and soldier survivability requirements.

C.3.10.2.1.7 Provides hands-on demonstrations, such as log demonstrations or participating in technical manual validations and verifications.

C.3.10.2.1.8 Implements and coordinates user jury reviews for design influence.

C.3.10.2.1.9 Implements or provides computer simulations to accomplish ILS and MANPRINT goals.

C.3.10.2.2 The Contractor shall coordinate with the systems managers for the development and sustainment of logistics projection work sheets for PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals systems.

C.3.10.2.3 The contractor shall prepare item documentation to include basis of issue plans (BOIP) feeder data, Materiel Release Order (MRO) documentation and system interchange documentation.

C.3.10.2.4 The Contractor shall examine other service alternatives. Alternatives shall be fully documented and must show improvements in terms of operational availability or life cycle costs over current designs or systems.

C.3.10.2.5 The Contractor shall be responsible for identifying and requesting Government Furnished Equipment (GFE) needed for contract performance. The Contractor shall be responsible for determining the adequacy of GFE, and shall notify the Government of any deficiencies in provided GFE. The Contractor shall report logistic problems or risks associated with GFE to the government.

C.3.10.2.6 The contractor shall identify the need for facilities to service the equipment being procured. When the analysis indicates a need for facilities, either new or increased, the contractor shall apprise the Government.

C.3.10.2.7 The Contractor shall analyze, design, develop, verify, integrate, and test specified systems capable of meeting transportability requirements. The contractor shall conduct transportability analyses to ensure that specified systems are transportable by highway, rail, marine, and air modes. Specified systems shall meet lifting and tie down requirements.

C.3.10.2.8 The Contractor shall provide hardware fielding and training services worldwide (e.g. generator sets and associated equipment). This may include preparation and updating of technical manuals.

C.3.10.2.9 The Contractor shall coordinate with the individual PMs in Foreign Military Sales (FMS) Case Management.

C. 3.10.2.10 The Contractor shall perform performance based logistics case assessment and studies for acquisition programs in accordance with current DOD and Army Regulatory guidance.

C.3.11 INTEGRATED BUSINESS ENVIRONMENT (IBE)/INTEGRATED DATA ENVIRONMENT (IDE)

C.3.11.1 The purpose of IBE is to link the war fighter, TACOM internal business processes, our government, and industry partners in a boundary-free, real-time seamless environment known as a virtual enterprise. This virtual enterprise allows for the dynamic real-time flow of information between PEO/Program Management Offices (PMOs), contractors, and the principal organizations with which they do business. The desired end-state is to operate exclusively using digital products and processes, and to share and reuse data with each other to create the ultimate IBE. The Contractor shall provide services to accomplish goals set forth for development and implementation of an IBE within the PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals and their interfacing associates (PEOs, PMs, Major Subordinate Commands (MSCs), other commands, services and industry). The IDE represents the end state of an IBE. It focuses on data accessibility, manipulation, and management.

C 3.11.2 The Contractor shall provide application, programming services, data administration and maintenance for utilization of digital data and information in services of DoD and commercial policies and plans. The contractor shall also develop, integrate and upgrade systems in accordance with local Chief Information Officer (CIO)/Directorate Of Information Management (DOIM) policies. The CIO is the

top level approver for all Information Technology (IT) architecture TACOM-wide, and shall be identified in the contract as having technical design approval authority over the configuration of any new/upgraded system. This approval requirement is imposed to ensure that the new or upgraded system is designed to fit into the TACOM enterprise architecture strategy. All planning for any implementation into this architecture shall be coordinated through the CIO and the CIO shall be a participant in all planning/implementing meetings such as Integrated Product Teams (IPTs) and working groups. The contractor shall host design review meetings with the CIO at designated points in the system life cycle. Design review meeting dates shall be determined after award of contract. Planning and implementation focus shall be enterprise-wide, including TACOM, CECOM and AMCOM PMO's, as well as other key systems and logistical agencies and Contractors.

C.3.11.3 The Contractor shall provide services for the development, coordination, and implementation of IBE/IDE and related standards, specifications, implementation and migration plans to include:

C.3.11.3.1 Services for business process reengineering activities.

C.3.11.3.2 Services for electronic commerce.

C.3.11.3.3 Services for UNIX servers (DEC and Hewlett Packard) utilizing Oracle database, to include as a minimum; indexing, maintenance and system management and administrator functions.

C.3.11.3.4 Functional and technical services for all legacy, current, and new software applications/initiatives. To include the following as a minimum:

C.3.11.3.4.1 AKO - Army Knowledge On-line

C.3.11.3.4.2 Windchill

C.3.11.3.4.3 Lotus Notes

C.3.11.3.4.4 ACMS - Automated Configuration Management System

C.3.11.3.4.5 Milestone Tracking System (MDA)

C.3.11.3.4.6 Business Management System (BMS)

C.3.11.3.4.7 Electronic Document Library

C.3.11.3.4.8 Production Database System

C.3.11.3.4.9 Web based initiative - web pages

C.3.11.3.4.10 Sharepoint

C.3.11.3.4.11 E-cabinet

C.3.11.3.4.12 AcqPro - Acquisition Professional

C.3.11.3.4.13 Standard Procurement System (SPS)

C.3.11.3.4.14 MEARS - Multi user ECP Automated Review System

C.3.11.3.4.15 WLMP - Wholesale Logistic Modernization Program

C.3.11.3.5 Functional and Technical services for integrated database Development and implementation, database management and web based collaboration.

C.3.11.3.6 Functional and Technical services for PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals (IBE /IDE) related work groups.

C.3.11.3.7 Participation in government and privately sponsored meetings/events concerning IDE related issues that may or may not include travel.

C.3.11.4 The contractor shall deliver files in electronic or digital form, as computer data files, format, and media; provided, however, that the Government retains the option to receive any or all contract deliverables in hardcopy format (printed pages).

C.3.11.5 The Contractor shall be permitted remote or local access to the TACOM-Wide Local Area Network (TWLAN) System as needed to perform each individual task order. The Contractor shall be able to download files to a LAN file server.

C.3.11.6 The contractor shall establish a security system, as well as enforce data protection and integrity standards in accordance with DOD-5200.28 and DOD-5220.22-M. The contractor shall establish controls, such as control passwords and log-on IDs for authorized personnel, to prevent unauthorized access. The contractor shall incorporate a system application that verifies user authorization at each access attempt. The contractor shall identify all system security vulnerabilities and implement a disaster recovery plan.

C.3.11.7 The contractor shall ensure that all websites are section 508 compliant.

C.3.11.8 The contractor shall conduct appropriate tradeoffs, studies, and analyses to service the IDE approach. The status of those studies shall be reviewed at appropriate program reviews, and the results of the reviews shall be documented as part of the detailed design. Examples of such studies include: improved alternate data generation and delivery modes; infrastructure compatibility and recommended upgrades; digital data delivery vs. access; analysis of telecommunication alternatives, and functional integration cost and benefit studies.

C.3.11.9 The contractor's approach shall include an IDE architecture that shall drive the IDE design and implementation. In addition to maintaining the capacity to retrieve data from legacy systems, the IDE architecture shall allow for the interface with program office information systems. These external interfaces must evolve to meet the program's IDE needs.

C.3.11.10 The contractor shall develop and implement procedures for establishing and administering user accounts for the IDE. The contractor shall provide browser-based access to contractor developed or contractor owned applications.

C.3.11.11 The contractor shall develop, maintain, and implement a training program to ensure that users are able to operate within the IDE, and to understand their roles and responsibilities within the IDE processes. The training program should be designed to enable a new user to effectively use the IDE to accomplish the job within 30 days of joining the program. A thorough analysis of the training needs of the target audience and the most cost effective media must be conducted early in order to facilitate an integrated development process. Maximum use of preliminary training documents and training sessions shall ensure the finalized training services package meets the needs of the user audience. Electronic training technologies such as video teleconferencing, long distance, and computer-based training, should be used to enhance the effectiveness of training materials, as well as the course contents, itself.

C.3.12 SURVIVABILITY

C.3.12.1 The Contractor shall conduct analyses and studies of PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals systems relating to the overall survivability and countermeasures inherent to each systems design, including applicable engineering change proposals. The Contractor shall also provide technical services, trade-off and cost studies, test planning services, computer analysis and simulation services, and develop recommended survivability options for the Governments consideration. These services and analyses tasks shall include the following survivability and countermeasure areas:

C.3.12.1.1 Unplanned Stimuli Effects Analysis

C.3.12.1.2 Directed Energy Threat Analysis

C.3.12.1.3 Ballistic Protection Analysis

C.3.12.1.4 Compartment-Level Vulnerability Analysis

C.3.12.1.5 Optical, Radar/Millimeter Wave (MMW), Infrared, and Acoustic Signatures

C.3.12.1.6 Vehicle and Component Ballistic Shock Analysis

C.3.12.1.7 Nuclear Effects Survivability Analysis

C.3.12.1.8 Automatic Fire Extinguishing Systems Analysis

C.3.12.1.9 Computer, Communications and Electronics Analysis

C.3.12.1.10 Survivability, buoyancy and stability of floating bridge equipment

C.3.12.2 The contractor shall develop a security classification guide for systems with classified and confidential characteristics, such as add-on armor, ballistic protection systems, etc.

C.3.13 STANDARDIZATION

C.3.13.1 The Contractor shall prepare an overall standardization program plan for selected systems and subsystems. The plan shall emphasize the commonality of parts, components, and subcomponents. The plan shall conform to the Army's Implementation Plan (AIP).

C.3.13.2 For each task which involves the creation, review, or change of data, the Contractor shall identify references to Military Specifications (MILSPECS) and Standards (STDs) and shall recommend changes to equivalent commercial specifications and standards in accordance with the goals of the AIP, TACOM's corresponding Master Action Plan (MAP), and the Blueprint for Change.

C.3.14. SPECIFICATION AND STANDARD REVIEW

C.3.14.1 When directed, the Contractor shall identify references to MILSPECS and STDs, and shall recommend changes to equivalent commercial specifications and standards. The contractor shall convert existing military specifications to performance specifications, and prepare new specifications from user documentation for PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals assigned systems.

C.3.15 CONFIGURATION MANAGEMENT (CM)

C.3.15.1 The Systems Acquisition organization's CM program shall be defined in a CM Plan prepared by the Contractor. The plan shall be in Contractor format using MIL-HDBK-61A as guidance. The CM plan shall emphasize commonality between hardware and software, parts subcomponents, components, and documentation. The CM Plan shall define procedures for establishing configuration baselines of the program. The plan shall be submitted to the COR for review and approval.

C.3.15.2 The Contractor shall provide recommendations and analyses for all aspects of configuration management, including controlling of configuration for logistics and maintenance for PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals programs. The Contractor shall review the CM efforts of designated contractors.

C.3.15.3 The Contractor shall comply with Army Regulation AR 70-37 and appropriate TACOM supplements for CM guidance when developing configuration control procedures for the program. The CM process shall be carefully tailored to the quality, size, scope, stage of life cycle, nature, and complexity of the configuration item (CI) involved, whether the CI is developed at Government expense, or privately developed and offered for Government use, regardless of whether the CI is new or now in development, production, or operational inventory.

C 3.15.4 The contractor shall have the capability to manage and maintain Technical Data Packages (TDPs), digitize drawings in a consistent electronic format, maintain legacy data, and establish virtual depot databases.

C.3.16 MODELING AND SIMULATION (M&S)

C.3.16.1 The Contractor shall identify and validate commercial off-the-shelf M&S applications and technologies. Using M&S, the Contractor shall perform detailed engineering analyses, of PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals systems and major sub-systems to quantify the systems and major sub-systems capabilities to meet both technical and operational requirements.

C.3.16.2 The Contractor shall use PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals systems and sub-systems to develop data, as well as other Government Furnished Information (GFI) for analyses. The Contractor shall, through the use of high fidelity models and simulations, quantify the technical and operational benefits and burdens of mobility and survivability enhancements to PEO systems in terms of structural integrity, system level sustainability, and force level effectiveness.

C.3.16.3 M&S applications shall not be limited to stand-alone capabilities, but shall also provide for interactive simulation (man-in-the-loop) via the Defense Simulation Internet (DSI) network, in support of Advanced War fighting Experiments (AWEs) and DA Battle Labs.

C.3.16.4 The Contractor shall assess, evaluate, and make recommendations for modeling and simulation program policies, guidance, plans, and reports. The Contractor shall provide services to facilitate government efforts towards defining and implementing policy, guidance and program management documents, including modeling and simulation-related service plans.

C.3.16.5 Provide programming, modeling and simulation services to optimize fleet investment decisions and documentation, in light of Army and DoD war fighting needs.

C.3.17 NUCLEAR, BIOLOGICAL, AND CHEMICAL (NBC) ANALYSIS

C.3.17.1 The Contractor shall assess, evaluate, and make recommendations for system and platform designs compliance with nuclear (residual), biological, and chemical protection and detection, contamination, and survivability. The Contractor shall plan and execute compliance audits of contractors preparation of technical requirements. This effort shall include:

C.3.17.1.1 Test planning and test monitoring involving chemical and biological (CB) warfare agent simulations and surety materials.

C.3.17.1.2 Review of CB tests, test documentation, test procedures, and data analysis.

C.3.17.1.3 Assessment of system configuration (design) for crew NBC protection and detection and NBC contamination survivability.

C.3.17.1.4 Trade-off determinations and analyses of system configurations.

C.3.17.1.5 Preparation of program and technical presentations, reports and waiver requests.

C.3.17.1.6 Recommendations regarding program coordination and program management.

C.3.17.1.7 Assessment of software interface and compliance with configured Contractor system NBC items.

C.3.18 ENVIRONMENTAL PROGRAM MANAGEMENT

C.3.18.1 The Contractor shall provide an effective, proactive, and compliant environmental program. Services shall include documentation which ultimately enables the government to achieve compliance with applicable DoD, federal, state, and local environmental, health and safety laws, rules, regulations and requirements.

C.3.18.2 The Contractor shall prepare all necessary environmental documentation for systems assigned to the PEO for management as needed to comply with federal law, executive order, as well as DOD and Army regulations and requirements.

C.3.18.3 The Contractor shall conduct environmental site surveys.

C.3.19 DIGITIZATION

C.3.19.1 The Contractor shall be required to make assessments and recommendations and provide engineering services for implementing Digitization into PEO systems and their associated environment. As a minimum, these assessment and recommendations shall include the following functional areas:

C.3.19.1.1 System architectures and associated elements;

C.3.19.1.2 Communications and interoperability; and,

C.3.19.1.3 Integration of digitization with HTI technologies

C.3.20 ACQUISITION STREAMLINING

C.3.20.1 The Contractor shall make assessments, reviews and recommendations regarding the impacts to PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals programs resulting from current or pending Acquisition Streamlining Laws, resulting regulations, policy, and implementing guidance. Additionally, the Contractor may also be required to develop methodology, assess and/or document potential savings/cost avoidance associated with Federal Acquisition Streamlining initiatives.

C.3.20.2 Services shall include modernization through spares, O & S cost reductions, tradeoff analyses, and cost benefit analysis or life cycle cost projections.

C.3.21 INFORMATION MANAGEMENT

C.3.21.1 The Contractor shall manage software, guidance, plans, and reports for PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals programs. The Contractor shall be required to make assessments, recommendations, and provide technical services for implementing software management programs, documents and reports in the following functional areas:

C.3.21.1.1 Software metrics.

C.3.21.1.2 Software reuse.

C.3.21.1.3 Software engineering.

C.3.21.1.4 Domain analysis and management.

C.3.21.1.5 Information technology.

C.3.21.1.6 DOD Information Technology Security Certification and Accreditation Process (DITSCAP) and DOD Information Assurance Certification and Accreditation Process (DIACAP) Reviews.

C.3.21.2 The Contractor shall research pertinent programmatic, strategic and technical information databases throughout the U.S. Army and DoD services in order to develop PM-unique databases for servicing existing and planned system acquisition programs, reducing of program life cycle costs, and implementing logistical services management.

C.3.21.3 The Contractor shall provide data and records management and database architectural designing, development, population, implementation and usage in support of program acquisition management, fleet modernization, fleet fielding activities and user feedback

databases.

C.3.21.4 The Contractor shall provide consultation regarding the use of existing information technology resources, and the expansion and upgrade of such resources to effectively accomplish mission requirements.

C.3.21.5 ELECTRONIC TECHNICAL MANUAL (ETM)/INTERACTIVE ELECTRONIC TECHNICAL MANUAL (IETM), JOINT ENGINEERING DATA MANAGEMENT INFORMATION & CONTROL SYSTEM (JEDMICS), WEB PAGES

C.3.21.5.1 The Contractor shall provide services for business process reengineering activities.

C.3.21.5.2 The Contractor shall provide services for UNIX servers (DEC and Hewlett Packard) utilizing Oracle database, to include as a minimum indexing, maintenance and system management and administrator functions.

C.3.22 OFFICE AUTOMATION/NETWORK SERVICES

C.3.22.1 The Contractor shall provide services in the areas of office automation, network administration, and computer systems administration. Tasks may include: troubleshooting network access problems (including both hardware and software), developing and implementing new or augmented network features and software programs; overseeing and coordinating with DOIM and the TACOM-Wide Network(TWNET) contractor with regard to service calls, LAN drops, wiring, etc; performing maintenance on file servers and files to ensure efficient operation of the network and all hardware and software, setting up new computers, modifying existing computers (installing boards, cards, mice, printers, etc.), and installing software; providing expert advice to the Government users on TWNET or stand-alone software programs, including Novell 4.X, Windows, Microsoft Office, Lotus, WordPerfect, etc., or any programs that are selected for use by the Government; and performing administrative duties related to network and systems management, including attendance at meetings or conferences, and maintaining a database of hardware and software products. Contractor personnel may be co-located in Government offices. Contractor personnel shall be certified at an appropriate level for work on Government systems, as required by the latest regulations. Contractors may also be required to provide Web Site services as needed.

C.3.23 SECURITY

C.3.23.1 The contractor shall adhere to the requirements of DD Form 254 if a task order requires working with classified information.

C.3.23.2 The Contractor may be authorized on-line access to certain Government systems. Prior to receiving access, however, the Contractor must ensure that the personnel assigned to these tasks have been cleared to have such access through a Government security investigation. The investigation must be completed prior to the assignment of individual(s) to the sensitive duty associated with these positions. The Contractor shall complete and forward their employee investigative information (SF 85P, Questionnaire for Positions of Public Trust, and two DD Forms 258 (Fingerprint Cards) to: Defense Industrial Security Clearance Office (DISCO), Columbus, OH 43216-5006. Foreign nationals shall not be granted such authorization. Contractor access to the on-line systems shall be revoked if actions of the personnel assigned to these tasks are found to be clearly in conflict with the interests of the Government.

C.3.23.3 To preserve national security interests, the contractor shall ensure that all aspects of the contract and work performed under specific task orders are evaluated for conformance with security procedures and standards. The contractor shall evaluate all products for security implications and prepare appropriate security documents and plans.

C.3.23.4 The contractor shall manage special security activities for designated systems, throughout their developmental life cycles.

C.3.23.5 The contractor shall have available to it, or have the ability to obtain, the resources and personnel capable of reviewing, analyzing and processing classified information up to the TOP SECRET level.

C.3.24 VALUE ENGINEERING (VE) AND OPERATING AND SUPPORT COST REDUCTION (OSCR):

C.3.24.1 The Contractor shall provide VE/OSCR program services. Tasks may include design, prototype, test, trial fit, low rate production and identification of candidates for VE or OSCR by using logistics feedback.

C.3.25 ADMINISTRATIVE SERVICES

C.3.25.1 The Contractor shall provide administrative services. Tasks may include: preparing briefing charts; coordinating and planning Government activities, including meetings, trips, etc.; developing and implementing database programs to track and report on activities and projects; and any other administrative efforts for ongoing program activities. These tasks require a working knowledge of software programs, such as MS Office, Lotus Smartsuite, and Windows, or equivalent/successor programs.

C.3.25.2 The Contractor shall advise Government program staff regarding the automated tools required to prepare standard briefings and expanding standard briefing capabilities. The Contractor shall track suspense actions using an automated tracking database, and shall update and maintain the program office web page and web pages for individual acquisitions of that office.

C.3.25.3 ON-SITE SERVICES FOR CONTRACTOR PERSONNEL

C.3.25.3.1 For certain tasks, contractor personnel shall perform on Government premises. In those situations, the Government shall be responsible for providing office space, computers and IT access, telephone, and supplies necessary for the Contractor to perform the requirements of the task. Computer resources remain the property of the Government and under the responsibility of the Government hand receipt holder. The contractor shall charge the Government "on-site" overhead rates, as set forth in its proposal, for such on-site personnel.

C.3.26 TRAINING

C.3.26.1 The contractor shall coordinate training classes for the Government in various areas related to the PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals programs under this contract.

C.3.27 ENGINEERING AND DESIGN ANALYSIS

C.3.27.1 The contractor shall provide engineering analyses, design and testing services to the PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals assigned systems (to include tear down, inspection, and recommend fixes). This shall include but not be limited to failure analysis, engineering design review for life cycle cost reductions, and product change analysis of components and end items. The contractor shall provide component and vehicle testing, design analysis, design layout and simulation, prototype build and delivery of recommended design changes to the government. The Contractors expertise must include the entire technical range of technical services required to support the products managed by the PEO. The availability of this expertise will be especially important with regard to engineering analysis of legacy systems managed by PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals.

C.3.27.2 The Contractor shall prepare Systems Engineering Plans (SEP) for the products managed by PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals. The SEP shall capture the required steps to manage the system during the life of the system.

C.3.28 UNIQUE IDENTIFICATION (UID)/RADIO FREQUENCY IDENTIFICATION (RFID)

C.3.28.1 The Contractor shall provide guidance and expertise to develop training and processes related to UID implementation and management for PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals systems. This shall include Policy and Strategy Creation, Systems Integration, Business Intelligence and Data Mining, UID legacy parts marking strategies, Business Process Re-Engineering, Business Case Analysis and Automated Information Technology relating to UID OR RFID integration.

C.3.29 AOR OPERATIONS AND LOGISTICS READINESS (OCONUS)

C.3.29.1 The contractor shall provide services for the ongoing Global War on Terrorism (GWOT), Operation Iraqi Freedom and Operation Enduring Freedom. The Contractor shall represent the Program Executive Office (PEO) and its project, product, and program managers in the area of responsibility (AOR) as needed.

C.3.30.1 LIAISON OFFICER (LNO)

C.3.30.1.1 The contractor shall observe and report activity at locations specified within specific task orders. The contractor shall be in continuous communication with the PEO CS&CSS, PEO GCS, PM FCS, TARDEC or Depots/Arsenals representative for their systems. The contractor shall attend meetings, prepare and present briefings, and identify/resolve complex programmatic and logistics issues that impact availability and readiness of PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals systems. These services shall allow seamless integration of these systems into the Coalition Land Forces Component Command (CFLCC) and the Multi-National Corps, Iraq. The contractor shall develop and manage a database to track the movement of add-on armor kits (AoA) and safety enhancements from vendor, contractor, and depot locations to AoA Installations. The contractor shall maintain contact with the forward repair activity (FRA) regarding the add-on up armor (AoA)/safety enhancement program and report problematic issues with Equipment Readiness. The contractor shall observe and report activity with PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals systems to the COR. The contractor shall ensure that all total package fielding, RESET and installation of armor and safety enhancements are synchronized and accomplished. The contractor shall prepare and present briefings to identify and resolve complex programmatic and logistics issues. The contractor shall coordinate all incoming PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals civilian and military personnel travel to and from the AOR. The contractor shall ensure facilities are available, making all housing and vehicle reservations, and arranging transportation to and from the airport.

C.3.31 STAFF ACTION OFFICER

C.3.31.1 The contractor shall manage and facilitate all aspects of operational readiness associated with Southwest Asia (SWA) deployments. The contractor shall serve as a staff action officer, analyzing, assessing and making recommendations associated with SWA deployments for Operation Iraqi Freedom/Operation Enduring Freedom(OIF/OEF). The contractor shall provide services for personnel (civilian, military and contractor personnel) prior to and during deployment to the Area of Responsibility (AOR). The Contractor shall coordinate all actions associated with personnel reporting to the U.S. Army CONUS Replacement Center (CRC). The contractor shall complete, process, and maintain all documents pertaining to deployment. The contractor shall detect, assess, and report any relevant personnel issues to the senior army leadership within the PEO CS&CSS, PEO GCS, PM FCS, TARDEC or Depots/Arsenals office. The contractor shall provide services to the Procuring Contracting Officer (PCO) regarding SWA-related contractor personnel issues. The contractor

shall coordinate with the TACOM Operations Center (TOC), Army Material Command (AMC), Department of the Army (DA) and other government agencies, as well as contractor personnel assigned to represent the PEO CS&CSS, PEO GCS, PM FCS, TARDEC or Depots/Arsenals in SWA.

C.3.31.2 The contractor shall coordinate, attend, participate in, and conduct meetings. Tasks may include preparation of agendas, recording of minutes, and preparation of PEO, DPEO, PM, TARDEC or Depots/Arsenals assignments or responses to forthcoming tasks from other government organizations. Meetings may range from daily Situation Reports (SITREPS), general officer briefings, to informational meetings and Video Teleconferences (VTCs) with the TACOM LCMC, PEO CS&CSS, PEO GCS, PM FCS, TARDEC or Depots/Arsenals.

C.3.31.3 The contractor shall research pertinent programmatic, strategic, and technical information databases throughout the Army and other DoD services and develop databases unique to existing and planned system acquisition programs, reduction of program life cycle costs, and logistics management. The contractor shall manage records and data for the tasks. The contractor shall expand and upgrade existing information technology systems to effectively accomplish identified tasks and mission requirements.

C.3.32 PROCESS IMPROVEMENT

C.3.32.1 The contractor shall provide the services necessary for the successful execution of PEO CS&CSS, PEO GCS, PM FCS, TARDEC and Depots/Arsenals process improvement efforts. The contractor shall aid in defining process improvement implementation strategy and tactics, and in identifying specific, achievable benefits, and associated metrics. Tasks shall include, but not be limited to, instruction, consultation planning, leading projects, facilitating process improvement events, advising effectiveness of implementation, and validating benefits. Additionally, the contractor shall provide statistical analyses of data sets and graphical presentation of findings.

C.3.33 TRANSPORTATION OF ASSETS

C.3.33.1 The contractor shall be responsible for transportation of Government assets to arrive safely at their destination in accordance with the Government's schedule.

C.4 SECURITY

C.4.1 All Contractor personnel must maintain a favorable background investigation before accessing the TACOM databases and Local Area Network in accordance with Army Regulation AR 25-2 and AR 380-67. All information or data developed under this contract belongs to and is the property of the U.S. Government and shall be marked and handled as For Official Use Only (FOUO). The Contractor shall not release any information or data to third parties without the express written approval of the Procuring Contracting Officer. The Contractor shall have access to Government data for the accomplishment of work under this agreement. Contractors shall conform to all security requirements as specified in each task order (TO) and as detailed in the TO DD Form 254 (if required). A separate DD 254 is required for all TOs involving access to classified information. Internet site http://www.classmgmt.com contains a complete booklet with instructions on how to prepare and submit a DD Form 254. Prior to starting work on the contract, DISCO must determine the eligibility of Contractor personnel and grant them access to the highest level of classified information covered by the contract (security clearance). Contact your Facility Security Officer (FSO) or the G2, TACOM LCMC for assistance in initiating action to receive a security clearance. For assistance with the DD254, contact, G2, TACOM LCMC at (586)574-6262.

C.5 CONTRACTING OFFICERS REPRESENTATIVE (COR)

C.5.1 The COR is an individual designated in accordance with DFARS 201.602-2 and is authorized in writing by the Contracting Officer to perform specific technical functions. The Contractor will receive a copy of the written designation after task order award that will specify the extent of the CORs authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quantity, delivery or any other term or condition of this task order. The COR is authorized to appoint Functional Technical Representatives under this task order. The contractor will receive a copy of the written FTR designation after COR appointment has been made.

C.6 CONTRACTOR MANPOWER REPORTING (CMR)

C.6.1 The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: https://contractormanpower.army.pentagon.mil. The required information includes:

C.6.1.1 Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;

C.6.1.2 Contract number, including task and delivery order number;

C.6.1.3 Beginning and ending dates covered by reporting period;

C.6.1.4 Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;

C.6.1.5 Estimated direct labor hours (including sub-contractors);

C.6.1.6 Estimated direct labor dollars paid this reporting period (including sub- contractors);

C.6.1.7 Total payments (including sub-contractors);

C.6.1.8 Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);

C.6.1.9 Estimated data collection cost;

C.6.1.10 Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);

C.6.1.11 Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);

C.6.1.12 Presence of deployment or contingency contract language; and

C.6.1.13 Number of contractor, and sub-contractor employees deployed in theater this reporting period (by country).

C.6.2 As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

C.7 Contractor Performance Assessment Review System (CPARS)

C.7.1 Contractor performance on Task Orders awarded under this BPA with aggregate ceiling amounts, including options, in excess of $1,000,000 shall be assessed by the Government. For task orders with a period of performance of 12 months or less, a single and final assessment shall be performed when the task order is physically complete. For task orders with a period of performance longer than 18 months, an interim assessment will be prepared every 12 months and a final assessment will be prepared when the task order is physically complete. The requirer, the Contract Administration Office, or any other Government source deemed appropriate will provide to the Procuring Contracting Officer (PCO) information relative to the contractor's performance in the following areas: Quality of Product/Services; Schedule; Cost Control; and Business Relations and Management of Key Personnel. The assessment/review will be accomplished using the Contractor Performance Assessment Review System (CPARS). The completed evaluations shall not be released to anyone other than Government personnel and the contractor whose performance is being evaluated.

*** END OF NARRATIVE C0001 ***

INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
1	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996

DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
1	52.242-15	STOP-WORK ORDER	AUG/1989
2	52.247-34	F.O.B. DESTINATION	NOV/1991

CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
1	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
1	52.225-4040 (TACOM)	ARMY MATERIEL COMMAND (AMC) ADMINISTRATIVE REQUIREMENTS FOR DEPLOYED CONTRACTORS	JUN/2005

(a) In order to maintain accountability of all deployed personnel in the Theater of Operations (see DFARS clause 252.225-7040 for definition), the Contractor shall follow instructions issued by the Army Materiel Commands Logistics Support Element (AMC LSE) or other Contracting Officers designated representative to provide, and keep current, requested data on Contractor Personnel for entry into military personnel database systems.

(b) The Contractor shall coordinate with the AMC LSE or other Contracting Officers designated representative for logistics support, as follows:

(1) Upon initial entry into the Theatre of Operations;

(2) Upon initiation of contract performance;

(3) Upon relocation of contract performance within the Theatre of Operations; and

(4) Upon exiting the Theatre of Operations.

[End of Clause]

CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR/2008
2	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
3	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
4	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
5	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	JUN/2010
6	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
7	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
8	52.232-1	PAYMENTS	APR/1984
9	52.232-17	INTEREST	OCT/2010
10	52.232-25	PROMPT PAYMENT	OCT/2008
11	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE III (APR 1984)	APR/1984
12	52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP/2000
13	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
14	52.245-1	GOVERNMENT PROPERTY	AUG/2010
15	52.245-9	USE AND CHARGES	AUG/2010
16	52.248-1	VALUE ENGINEERING	OCT/2010
17	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
18	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
19	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
20	252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (52.204-7)	SEP/2007
21	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
22	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
23	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
24	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
25	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
26	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
27	252.228-7003	CAPTURE AND DETENTION	DEC/1991
28	252.233-7001	CHOICE OF LAW (OVERSEAS)	JUN/1997
29	252.241-7001	GOVERNMENT ACCESS	DEC/1991
30	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
31	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	OCT/2010
32	252.251-7001	USE OF INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES	DEC/1991
33	52.203-14	DISPLAY OF HOTLINE POSTER(S)	DEC/2007

(a) Definition.

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

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

http://www.dhs.gov/xoig/about/gc_1163703329805.shtm

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a

hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed $5,000,000, except when the subcontract

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

34 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS MAY/2011

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22U.S.C. 7104(g)).

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

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

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

_X__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_X__ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act -- Reporting Requirements (JUL 2010) (Pub. L. 111-5).

_X__ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over $30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

___ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011)(15 U.S.C. 657a).

___ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (10) [Reserved]

___ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

_X__ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (14)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011)(15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (Jul 2010) of 52.219-9.

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

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

___ (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

_X__ (18) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (Dec 2010)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)(15 U.S.C. 657 f)

___ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009)(15 U.S.C. 632(a)(2)).

___ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

___ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

_X__ (24) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

_X__ (25) 52.222-19, Child LaborCooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

_X__ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X__ (27) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

_X__ (28) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

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

_X__ (30) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

___ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

_X__ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available

off-the-shelf items.)

_X__ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
___ (ii) Alternate I (DEC 2007) of 52.223-16.
_X__ (36) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).
___ (37) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).

_X__ (38)(i) 52.225-3, Buy American Act Free Trade Agreements -- Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

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

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

___ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_X__ (40) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

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

_X__ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X__ (45) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___ (46) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (47) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

___ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

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

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

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

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

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

_X__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

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

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Oct 2010)(E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

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

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

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

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

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

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

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

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

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

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

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

(End of Clause)

35	252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	JUN/2011

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

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

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

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

(2) ____ 252.203-7003, Agency Office of the Inspector General (SEP 2010) (Section 6101 of Pub. L. 110-252, 41 U.S.C. 3509 note).

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

(4) ____ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(5) ____ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jan 2011) (15 U.S.C. 637 note).

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

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

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

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

(9) ____ 252.225-7012, Preference for Certain Domestic Commodities (Jun 2010) (10 U.S.C. 2533a).

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

(11) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (Jun 2011) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(12)(i) ____ 252.225-7021, Trade Agreements (JUN 2011) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (SEP 2008) of 252.225-7021.

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

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

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

(15)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (DEC 2010) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

(iii) ___ Alternate II (DEC 2010) of 252.225-7036.

(iv) ___ Alternate III (DEC 2010) of 252.225-7036.

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

(17) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(18) ____ 252.227-7015, Technical Data--Commercial Items (MAR 2011) (10 U.S.C. 2320).

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

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

(21) ___ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(22) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (DEC 2010) (Section 1092 of Public Law 108-375).

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

(24) ___ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).

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

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

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

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

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

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

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

(1) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

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

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

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

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

(End of clause)

36 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES JUN/2011

(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.

"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.

"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.

"Subordinate joint force commander" means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States 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 accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) 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 such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) 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).

(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.

(1)(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) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. 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 unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel

engaged in the designated operational area under this contract.

(4) 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 designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause 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 contractor employees accompanying U.S. Armed Forces are aware--

(i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause); 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).

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may 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 deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All 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 Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. 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, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel 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 Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at http://www.dod.mil/bta/products/spot.html, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(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 have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(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 designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. 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 the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The -1- may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(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; and

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

(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 designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area 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 DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(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 authorized to accompany U.S. Armed Forces deployed outside the United States in

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

37	252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES	MAR/2006

(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 HQDA-AT; telephone, DSN 222-9832, commercial (703) 692-9832.

(End of clause)

38	252.225-7997	ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN (DEVIATION 2010-O0014)	AUG/2010

(a) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (c) below, any alleged offenses under--

(1) 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 a contingency operation); or

(2) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 1B, United States Code).

(b) The Contractor shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, information on the following:

(1) How and where to report an alleged crime described in paragraph (a) of this clause.

(2) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (a) of this clause.

(c) The appropriate investigative authorities to which suspected crimes shall be reported include the following officials:

(i) U.S. Army Criminal Investigations Division at http://www.cid.army.mil/reportacrime.html;

(ii) Air Force Office of Special Investigations at http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522;

(iii) Navy Criminal Investigative Service at http:www.ncis.navy.mil/Pages/publicdefault.aspx; or

(iv) To the command of any supported military element or the command of any base.

(d) 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.

(End of clause)

39	52.204-4009	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	MAR/2005

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:

http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

PIIN/SIIN W56HZV-11-A-AA04 **MOD/AMD**

SECTION A - SUPPLEMENTAL INFORMATION

CHANGED AS6850 52.204-4850 01-SEP-2008 ACCEPTANCE APPENDIX

(a) Contract Number W56HZV-11-A-AA04 is awarded to The Tolliver Group, Inc.

(b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.

(c) Any attachments not included within this document will be provided by Army Contracting Command - Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by Army Contracting Command - Warren to the ACO. Within one week of this award, any office not able to obtain attachments from the Army Contracting Command - Warren website (https://contracting.tacom.army.mil/) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract or to OMNIBUS III point of contact; Mrs. Keri Skrobot at keri.l.skrobot.civ@mail.mil

(d) The following Amendment(s) to the solicitation are incorporated into this contract: None

[End of Clause]

ADDED AS7040 52.201-4000 01-APR-2011 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

CHANGED CS6600 52.204-4600 01-APR-2007 CONTRACTOR VERIFICATION SYSTEM (CVS) PROGRAM
The contractor is responsible for processing applications for Common Access Cards (CAC) for every contractor employee who deploys with the military force, OR who has need to access any government computer network in accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel.

The contractor is responsible for managing requests for new or renewal CAC cards in sufficient time to ensure that all contractor employees have them when needed to perform work under this contract. The norm is at least ten calendar days advance notice to the Trusted Agent* (TA), unless there are extenuating circumstances approved by the Contracting Officer's Representative (COR) or Contracting Officer. *The COR will be the TA for this contract.

The contractor shall obtain an Army Knowledge Online (AKO) email address for each applicant, including subcontractors, who may be deployed or require local access to a government computer network. This can be done by going to http://www.us.army.mil and registering as an Army Guest with the sponsor being the COR. Note: If a contractor employee loses the privilege to access AKO, they lose the ability to renew their CAC. Therefore it is critical that contractor employees maintain their AKO accounts.

It is recommended that a Corporate Facility Security Officer (FSO) be established to serve as your firm's single point of contact for CVS. If a FSO is not established, each contractor employee requiring a CAC card will be required to process their own applications.

CAC applications must be processed through the DoD's Contractor Verification System (CVS). The contractors FSO or contractor employee shall submit requests for a CAC via email to the CVS Trusted Agent (TA) at Contracting Officer's Representative designate, before accessing the CVS website.

The government will establish a CVS application account for each CAC request and will provide each contractor employee a USER ID and Password via email to the FSO. The FSO or contractor employee shall access the CVS account and complete the CAC application (entering/editing contractor information as applicable) at https://www.dmdc.osd.mil/appj/cvs/index.jsp.

The FSO or contractor employee will submit completed applications in CVS, and will follow up to ensure that the TA is processing the request.

The government will inform the contractor's applicant via email of one of the following:

- Approved*. Upon approval, the information is transferred to the Defense Enrollment Eligibility Reporting System (DEERS) database and an email notification is sent to the contractor with instructions on obtaining their CAC. The contractor proceeds to a Real-Time Automated Personnel Identification System (RAPIDS) station (http://www.dmdc.osd.mil/rsl/owa/home provides RAPIDS locations).

- Rejected*. Government in separate correspondence will provide reason(s) for rejection.

- Returned. Additional information or correction to the application required by the contractor employee.

*The contractor will maintain records of all approved and rejected applications.

At the RAPIDS station, the RAPIDS Verification Officer will verify the contractor by SSN, and two forms of identification, one of which must be a picture ID. The Verification Officer will capture primary and alternate fingerprints and picture, and updates to DEERS and will then issue a CAC.

Issued CACs shall be for a period of performance not longer than three (3) years or the individual's contract end date (inclusive of any options) whichever is earlier.

The contractor shall return issued CACs to the DEERS office upon return from deployment, departure or dismissal of each contractor employee. A receipt for each card must be obtained and provided to the TA/COR.

A CAC cannot be issued without evidence that a National Agency Check with Written Inquiries (NACI) has at least been initiated by the FSO. CVS will be linked to the Joint Personnel Adjudication System (JPAS) in the near future. The TA will have to verify via JPAS that the NACI has been initiated by the FSO before he/she can approve a contractor request for a CAC.

Details and training on CVS are available on AKO at https://www.us.army.mil/suite/portal/index.jsp or by contacting the CAC helpdesk at iacacpki.helpdesk@us.army.mil or 703-545-2000.

(End of Clause)

ADDED	CA70009	952.222-0001 (C3)	01-JUL-2010	PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS

SECTION E - INSPECTION AND ACCEPTANCE

DELETED	EF00002	52.246-1	01-APR-1984	CONTRACTOR INSPECTION REQUIREMENTS
ADDED	EF00006	52.246-4	01-AUG-1996	INSPECTION OF SERVICES--FIXED-PRICE
DELETED	EF00011	52.246-8	01-MAY-2001	INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT

SECTION F - DELIVERIES OR PERFORMANCE

DELETED	FF00001	52.211-17	01-SEP-1989	DELIVERY OF EXCESS QUANTITIES
ADDED	FF00002	52.242-15	01-AUG-1989	STOP-WORK ORDER
ADDED	FF00011	52.247-34	01-NOV-1991	F.O.B. DESTINATION

SECTION G - CONTRACT ADMINISTRATION DATA

ADDED	GS7006	52.204-4011 (TACOM)	01-OCT-2005	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ADDED	HS7040	52.225-4040 (TACOM)	01-JUN-2005	ARMY MATERIEL COMMAND (AMC) ADMINISTRATIVE REQUIREMENTS FOR DEPLOYED CONTRACTORS

SECTION I - CONTRACT CLAUSES

ADDED	IF00014	52.204-7	01-APR-2008	CENTRAL CONTRACTOR REGISTRATION
ADDED	IF00015	52.204-9	01-JAN-2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

PIIN/SIIN W56HZV-11-A-AA04 MOD/AMD

ADDED	IF00023	52.209-6	01-DEC-2010	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
ADDED	IF00026	52.211-15	01-APR-2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
AUTO	IF00028	52.212-4	01-JUN-2010	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
ADDED	IF00149	52.228-3	01-APR-1984	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)
ADDED	IF00150	52.228-4	01-APR-1984	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS
ADDED	IF00170	52.232-1	01-APR-1984	PAYMENTS
ADDED	IF00179	52.232-17	01-OCT-2010	INTEREST
ADDED	IF00187	52.232-25	01-OCT-2008	PROMPT PAYMENT
ADDED	IF00240	52.243-1	01-APR-1984	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE III (APR 1984)
ADDED	IF00249	52.243-3	01-SEP-2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
ADDED	IF00254	52.244-5	01-DEC-1996	COMPETITION IN SUBCONTRACTING
ADDED	IF00391	52.245-1	01-AUG-2010	GOVERNMENT PROPERTY
ADDED	IF00267	52.245-9	01-AUG-2010	USE AND CHARGES
ADDED	IF00311	52.248-1	01-OCT-2010	VALUE ENGINEERING
ADDED	IA00001	252.201-7000	01-DEC-1991	CONTRACTING OFFICER'S REPRESENTATIVE
ADDED	IA00287	252.203-7002	01-JAN-2009	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
ADDED	IA00005	252.204-7002	01-DEC-1991	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED
ADDED	IA00007	252.204-7004	01-SEP-2007	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (52.204-7)
ADDED	IA00009	252.204-7006	01-OCT-2005	BILLING INSTRUCTIONS
ADDED	IA00011	252.209-7004	01-DEC-2006	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY
ADDED	IA00037	252.222-7002	01-JUN-1997	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)
ADDED	IA00044	252.223-7006	01-APR-1993	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS
ADDED	IA00070	252.225-7041	01-JUN-1997	CORRESPONDENCE IN ENGLISH
ADDED	IA00098	252.228-7000	01-DEC-1991	REIMBURSEMENT FOR WAR-HAZARD LOSSES
ADDED	IA00101	252.228-7003	01-DEC-1991	CAPTURE AND DETENTION
ADDED	IA00122	252.233-7001	01-JUN-1997	CHOICE OF LAW (OVERSEAS)
ADDED	IA00143	252.241-7001	01-DEC-1991	GOVERNMENT ACCESS
ADDED	IA00152	252.246-7000	01-MAR-2008	MATERIAL INSPECTION AND RECEIVING REPORT
ADDED	IA00163	252.249-7002	01-OCT-2010	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION
ADDED	IA00165	252.251-7001	01-DEC-1991	USE OF INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES
CHANGED	IF60193	52.203-14	01-DEC-2007	DISPLAY OF HOTLINE POSTER(S)

(a) Definition.

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

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

http://www.dhs.gov/xoig/about/gc_1163703329805.shtm

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed $5,000,000, except when the subcontract

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

AUTO/CHANGE IF60010 52.212-5 01-MAY-2011 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22U.S.C. 7104(g)).

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

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

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

_X__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_X__ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101

note).

___ (5) 52.204-11, American Recovery and Reinvestment Act -- Reporting Requirements (JUL 2010) (Pub. L. 111-5).

_X__ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over $30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

___ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011)(15 U.S.C. 657a).

___ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (10) [Reserved]

___ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

_X__ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (14)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011)(15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (Jul 2010) of 52.219-9.

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

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

___ (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

_X__ (18) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (Dec 2010)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)(15 U.S.C. 657 f)

___ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009)(15 U.S.C. 632(a)(2)).

___ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

___ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

_X__ (24) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

_X__ (25) 52.222-19, Child LaborCooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

_X__ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X__ (27) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

_X__ (28) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

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

_X__ (30) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

___ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

_X__ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

_X__ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
___ (ii) Alternate I (DEC 2007) of 52.223-16.
_X__ (36) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).
___ (37) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).

_X__ (38)(i) 52.225-3, Buy American Act Free Trade Agreements -- Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

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

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

___ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_X__ (40) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

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

_X__ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X__ (45) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

___ (46) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (47) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

___ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

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

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

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

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

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

_X__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

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

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Oct 2010)(E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

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

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

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

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

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

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

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

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

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

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

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

(End of Clause)

AUTO/FIL	IA60001	252.212-7001	01-JUN-2011	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS
AUTO/FIL	IA60033	252.225-7040	01-JUN-2011	CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES
CHANGED	IA60021	252.225-7043	01-MAR-2006	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES

(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 HQDA-AT; telephone, DSN 222-9832, commercial (703) 692-9832.

(End of clause)

ADDED	IA70027	252.225-7997	01-AUG-2010	ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN (DEVIATION 2010-O0014)
ADDED	IS7002	52.204-4009	01-MAR-2005	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION