H.1 ISSUANCE OF TO REQUIREMENTS

These ordering procedures apply to all TOs (TOs) issued under this MA IDIQ contract. Any services to be furnished under this MA IDIQ contract will be obtained by the issuance of fully executed TOs.

H.1.1 Authority to Place a TO

This MA IDIQ contract will be primarily used by PEO CS&CSS, PEO GCS, SoSE&I, TARDEC and any organization under TACOM LCMC; however, on a case-by-case basis, other US Army contracting offices needing Knowledge Based, Facility Related, Equipment Related, and/or Research and Development-related Service requirements within the scope of this contract may be delegated authority to place orders against the MA IDIQ contract by the TS3 PCO.

There will be no fee associated with the use of TS3 for any activity or agency delegated authority to solicit, award and administer TOs under this MA IDIQ contract; however, this does not prohibit ordering offices outside of ACC-WRN that may utilize TS3 to pass on a fee to its customer base for its services. The PCO(s) for individual TOs placed against this contract will follow the policies and procedures in the DFARS Subpart 216.505-70, Orders for Services under Multiple Award Contracts, the TS3 Ordering Guide, and local guidance to the extent that it does not conflict with the terms and conditions of this contract.

H.1.2 Types Of Orders

Any contract types specified in FAR Part 16, Type of Contract, or any combination thereof, will be permitted for use.

Most TOs will be solicited, negotiated, and awarded as bilateral orders; however, a unilaterally awarded TO shall be considered accepted by the contractor unless rejected in writing within three workdays after issuance. In emergency situations or when a bilateral TO cannot otherwise be issued in a timely manner, the Government reserves the right to issue unilateral TOs on an undefinitized basis utilizing a "not-to-exceed" ceiling amount provided by the contractor in the TO. Any such undefinitized TO shall be definitized as quickly as possible in accordance with DFARS Subpart 252.217-7027, Contract Definitization.

H.1.3 Fair Opportunity

In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR Subpart 16.505(b)(1), all prime contractors will be given a fair opportunity to be considered for each solicited order, unless one of the conditions set forth in FAR Subpart 16.505(b)(2)(i) apply. If an exception to the fair opportunity process does apply, then the process outlined in FAR Subpart 16.505(b)(ii) will be followed.

H.1.4 RESERVED

H.1.5 Unauthorized Work

The Contractor is not authorized to commence TO performance without a fully executed TO. Notwithstanding any of the other provisions of this contract, a TO PCO shall be the only individual on behalf of the Government to:

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H.1.5.1 Accept nonconforming work;

H.1.5.2 Waive any requirement of this contract; or

H.1.5.3 Modify any term or condition of this contract.

H.1.6 TO Funding

No unfunded TOs are authorized. Funding will be authorized at the TO level and will be of the contract type deemed appropriate for the services to be acquired.

H.1.7 Security Requirements

All Contractor personnel must maintain a favorable background investigation before accessing the TACOM LCMC databases and Local Area Network in accordance with 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 PCO. The contractor will be granted access to Government data if required for the accomplishment of work under this MA IDIQ contract. The Contractor shall conform to all security requirements as specified at the TO level and as detailed in the Department of Defense (DD) Form 254, if included with the TO. If the DD254 is marked Top Secret and/or Blocks 10.a, b, d, e, f, or g on the DD 254 are checked yes, the contractor shall submit a written request to the Program Security Manager for approval to flow down security requirements to any subcontractor. In addition, the contractor shall create individual DD 254s for each approved subcontractor with access to and/or generating classified information; the contractor shall then provide the Program Security Manager with a contractor signed copy of each individual DD 254 for the contract file. Internet site http://www.classmgmt.com contains a complete booklet with instructions on how to prepare and submit a DD 254. If a security clearance is required, interim coverage may be obtained from the Department of Defense. Surveillance of DD 254 requirements will be executed at the TO level.

H.1.8 TO Requests (TORs)

H.1.8.1 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 specified in the fully executed TO, issued by a warranted, authorized PCO. All work to be performed at the TO level shall be within the scope of Section C of this MA IDIQ contract. The Government is only liable for work authorized under the terms and conditions of the contract to the extent that a fully executed TO has been issued and covers the required work.

H.1.8.2 TORs will be used by the Government when requesting responses to TO requirements. Oral requests may be used when the requirements are urgent; however, it is the Government's intent to issue TORs electronically when ever practicable. The TOR will include submission requirements, evaluation criteria, and other information specific to the requirement. All contractors who receive the TOR shall acknowledge receipt electronically, to the person(s) of issue, within 48 hours.

H.1.8.3 It is the Offeror's responsibility to ensure its proposal is received by the date and time specified in the TOR. In accordance with FAR Subpart 15.208, if a proposal is not received at the initial point of entry to the Government infrastructure (in most cases, received through the AMRDEC Safe Access File Exchange (SAFE) website (https://safe.amrdec.army.mil/SAFE/About.aspx)) by the exact date and time specified in the TOR, it will be determined late. Upon submitting its offer to the AMRDEC SAFE website, the Offeror shall, by the TOR closing date and time, email the Government point of contact identified in the TOR that its offer was submitted to AMRDEC SAFE. Proposal, as the term is used here, means **ALL** volumes and/or parts of the proposal required by each TOR.

H.1.8.4 The Government reserves the right to award any TO based on initial proposals as submitted, without negotiations, contingent on the existence and/or nature of any questions/issues/ concerns from one or more of the Offerors. The Government will evaluate proposals based on the evaluation criteria identified in each TOR, which may include technical approach, technical experience, corporate experience, past performance, cost or price, and small business participation. The Government nwill determine the evaluation criteria based on the nature of the scope and other factors as determined by the Government. If negotiations take place on any proposal based on the TOR, either with the TO originally issued or as revised, the Contractor(s) and the Government shall negotiate such things as, but not limited to, the labor categories, number of hours and/or material required to perform the TO, any changes to the performance work statement within the TO, the schedule, and/or the deliverables to be provided.

H.1.8.5 Depending on the nature of the work effort and requirements of any particular TO, other FAR, DFARS, and/or AFARS clauses, regulations, standards, specifications, and/or other terms and conditions may be applicable. The Offeror will be required to comply with these additional terms and conditions to be eligible to submit a proposal to be evaluated by the Government.

H.1.8.6 Performance and delivery of services/materials shall be made only as authorized by written TOs issued in accordance with this MA IDIQ. TOs shall be considered fully executed upon signature by the PCO. The Contractor shall begin work on the TO in accordance with the effective date indicated on the TO. The contractor shall not commence with any work pursuant to this section until it has received a formal TO from the PCO.

H.1.9 Evaluation Process for TOs

H.1.9.1 TOs will be competed among the MA IDIQ prime contractors. However, the Government reserves the right to restrict TO competition for a particular TO based on the conditions set forth in paragraph H.1.3. All work shall be performed only to the extent authorized. The basis for the award will be identified in the individually competed TORs; best value trade off or Technical Go/No Go (see paragraph H.1.9.2) are two approaches that may be utilized at the TO level.

H.1.9.2 The Government reserves the right to make an award based on initial offers received. TO awards will be made to those Offerors determined to best meet the needs of, and considered to be the best value to the Government after consideration of all evaluation factors if best value trade off approach is utilized. Best value is defined as the procurement process that results in the most advantageous acquisition decisions for the Government. It is generally performed through an integrated assessment and trade off analysis utilizing quality factors such as technical approach and qualifications, past performance, management approach, personnel experience, small business participation, and cost/price factors. Evaluation factors for specific efforts will be set forth in the individual TOR. If

Technical Go/No Go is utilized, the Government may use a two phase evaluation process whereby Phase I would be a determination of the Technical Acceptability portion of the proposal on an acceptable/not acceptable (GO/NO GO) basis and Phase II would consist of evaluating the total evaluated Cost/Price under the Price Factor, and responsibility in accordance with FAR Subpart 9.103.

H.1.9.3 Offerors are cautioned that in conducting the TO evaluation, the Government may use data provided by the Offeror in its proposal 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 the Past Performance Information Retrieval System (PPIRS) for CPARS data and including contractual records of performance on previously awarded contract actions. While the government may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests solely with the TOR Offeror.

H.1.10 TO Award Process

H.1.10.1 Upon receipt of proposals, the PCO will:

(1) Issue TOs based upon the proposals furnished, or
(2) Negotiate with the Contractors prior to issuing TOs, or
(3) Cancel the TOR based on changed or canceled Government requirement.

H.1.10.2 TOs shall be considered fully executed upon signature of the PCO. The Contractor shall begin work on the TO in accordance with the effective date indicated on the TO. Note that the awarded IDIQ contracts contain clauses applicable to the contract types contained within paragraph H.1.2. This coincides with the purpose of the IDIQ contract, which is to allow the Government to award TOs that are one of these three type cost/price structures. Depending on the type of TO awarded, the clauses within this contract applicable to the type of TO award shall apply with full force and effect to that TO. If a particular clause for either a cost type or fixed price type TO award is needed to be stated in full text to identify specifics for that TO, the full text and any fill-in information will be included in that TO award document.

H.1.10.3 Following execution of the TO, technical clarifications may be issued in writing at any time by the COR/COTR to provide additional guidance to the Contractor regarding performance of the TO. The Contractor shall notify the Contacting Officer of any instructions or guidance the Contractor considers to be a change to the TO which will impact the cost, schedule or deliverables content of the work plan. In cases where technical instructions or other events may dictate a change, TOs shall be formally modified in writing by the PCO to reflect any change.

H.1.10.4 TOs may be placed during the five year ordering period of the contract as identified in Section F. Any TO issued during the ordering period shall be valid as long as the period of performance does not exceed eight years from the date of MA IDIQ contract award.

H.1.10.5 All work specified shall be performed in the most economical and expeditious manner by skilled personnel, in conformance with TO and contract requirements and in conformity with the highest standards and practices.

H.1.11 TO Expiration Date

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Any TO issued prior to the expiration date of this MA IDIQ contract shall be completed by the contractor within the time specified in the TO. The contractor is required to abide by the terms and conditions of this MA IDIQ contract until the conclusion of the TO performance period.

The government may require continued performance of any TO services within the limits and at the rates specified in the executed TO. The Government may extend the term of the TO by written notice to the contractor within seven calendar days prior to the performance completion date. The written notice does not commit the government to an extension.

H.1.12 RESERVED

H.1.13 Release of Contract Data Delivered under this MA IDIQ contract

The contractor shall only release data generated as a result of any TO issued under this MA IDIQ contract in accordance with the requirements of each individual TO.

H.1.14 TO Ombudsman

The PCO shall be the first point of contact for industry seeking resolution of issues. The TACOM LCMC ombudsman required by FAR 16.505(b)(8) is Ms. LaRuth Shepherd, (586) 282-6597, e-mail address: laruth.shepherd.civ@mail.mil. This individual is also the TO Ombudsman who represents an impartial authority outside of the TO contracting agency and has authority to review and adjudicate issues regarding TO awards under this contract.

H.2 TO PRICING

H.2.1 Labor: Labor shall be proposed on a TO-to-TO basis; "floor" and "ceiling" labor rates will not be established at the MA IDIQ contract level for TOs issued hereunder.

H.2.1.1 At no time shall the contractor propose or utilize a higher labor category than is required to adequately perform the specific scope identified in the TO.

H.2.1.2 In the event a TO contains a requirement for Contractor deployment to an overseas location, Contractor employees that are required to work in a contingency location are authorized the following costs applied to their wages; however, the rates charged to the Government shall be the allowable rates as determined by the State Department for the area of operation:

Hazardous Duty Pay
Danger Pay
Hardship Pay

H.2.1.3 When the Department of Defense grants an excused absence to its employee(s), the Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the TO PCO or the COR. Changes in employee work schedules shall comply with the terms and conditions of the TO, to include payment provisions.

H.2.1.4 If Government personnel are furloughed, the Contractor shall contact the TO PCO or the COR to receive instruction. It is the Government's decision as to whether the contract price/cost will be affected as a result of Government shutdown and/or furloughed Government employees. In the event that Government shutdown and/or furloughed Government employees does impact contract price/cost, a negotiated settlement will be reached as deemed appropriate by the TO PCO. Generally, the following situations apply:

H.2.1.4.1 Contractor personnel that are able to continue TO performance (either on-site or at a site other than their normal workstation), shall continue to work and the TO price shall not be reduced or increased.

H.2.1.4.2 Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.

H.2.1.4.3 Nothing in this section abrogates the rights and responsibilities of the parties relating to "stop work" provision, as cited in other sections of this contract.

H.2.1.5 For Contractor employees working on a Government installation, 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.

H.2.1.5 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 COR.

H.2.2 Travel: Reimbursement for travel, subsistence, and lodging shall be paid to the Contractor only to the extent that it is necessary for performance of TOs issued under this contract. Official travel of contractor personnel away from their duty station that was not identified in the negotiated TO shall not be undertaken unless advance written approval has been obtained from the TO PCO or COR. See FAR Subpart 31.205-46 for additional information regarding travel costs. Only per diem that does not exceed the maximum rates set forth in the following shall be considered to be reasonable. Indirect rates commensurate with the firm's disclosure statement/accounting practices are authorized for reimbursement. Travel will not be reimbursed within a 50-mile radius of the place of performance stated in the TO. Fee or profit on travel expenses is not an allowable reimbursement for any TO issued against this MA IDIQ contract. The Government will not pay travel expenses for a Full Time Equivalent (FTE) to go home on the weekends. If any contractor employees decide not to reside near its duty station, then all travel costs will be at the contractor's expense, and not reimbursable by the Government. The following regulations will apply:

H.2.2.1 Federal Travel Regulations (in effect at the time of travel) prescribed by the General Services Administration for travel in the contiguous 48 United States;

H.2.2.2 Joint Travel Regulations Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States;

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H.2.2.3 Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, “Maximum Travel Per Diem Allowances in Foreign Areas” prescribed by the Department of State, for travel in areas not covered in paragraph H.2.2.1 and H.2.2.2 above.

H.2.2.4 All travel shall be approved by the COR in writing prior to any travel taking place. The contractor shall submit the following information to the COR NLT five days (unless the TO specifies otherwise) prior to the travel occurring:

H.2.2.4.1 Purpose of the trip; why the trip needs to take place, why the trip cannot be accomplished via teleconference, and what will be accomplished during the trip;

H.2.2.4.2 How many personnel are required to travel, as well as the position title of each traveler;

H.2.2.4.3 Duration of the trip;

H.2.2.4.4 The location; and

H.2.2.4.5 Estimated cost of the trip including airfare and/or mileage, per diem, lodging, and any other costs associated with the trip; the Contractor shall substantiate all cost estimates in its request.

The contractor shall upload the written approval to WAWF with its invoice for that cost along with a copy of all receipts documenting the costs of the trip. If the contractor exceeds the estimate provided in its original request, than a justification shall be provided as to why the trip exceeded the estimated cost. Any costs outside the allowable per diem must be approved in advance by the COR.

H.2.3 Other Direct Costs (ODCs): Materials, supplies and other direct costs are authorized in so much that they are necessary and integral to the performance of TOs awarded under this contract.

H.2.3.1 All labor (except that which falls under the definition of contractor acquired services), to include consultants, shall be priced under the labor categories set forth in Section J, Attachment 2.

H.2.3.2 The Contractor shall include a detailed description and/or specifics of all proposed ODCs in its TO response.

H.2.3.3 Contractor acquired services (for purposes of this contract) are considered supplies; for example removal of waste water, helium delivery, filling of helium tanks, wash-rack cleaning, etc. that are contracted for as “total package services,” should be priced as ODCs.

H.2.3.4 Reserved.

H.2.3.5 If the Offeror proposes a specific make and model, it shall provide justification to the TO PCO as to why the requirement can only be met by "specific make and model." Indication by the Government of a preferred or desired make or model does not constitute adequate justification.

H.2.3.6 If the Contractor has an approved purchasing system (i.e. its purchasing system has been reviewed and approved in accordance with FAR Part 44), it will be authorized to purchase up to $10,000 of Materials/ODCs without prior PCO approval; however, the contractor shall receive COR approval in

writing prior to purchase. For any purchase of Materials/ODCs exceeding $10,000, the contractor shall submit its competitive purchase results to the PCO and shall receive PCO approval prior to purchase.

H.2.3.7 If a contractor cannot or does not verify that it has an Approved Purchasing System in place, all Material/ODC purchases exceeding $2,500 shall be evaluated by the PCO for price reasonableness; the contractor shall receive PCO approval prior to purchase. When requesting PCO approval, the contractor shall provide the Government with the following information: (1) a minimum of three competitive quotes; (2) the contractor/source it intends to procure the item(s) from; and (3) rationale explaining why it chose the particular contractor/source. If only one or two quotes can be obtained, the contractor shall provide rationale for not obtaining three quotes and its analysis of why the price is reasonable. The PCO will review and approve these items within seven business days of when the three above pieces of information have been received by the Government.

H.2.3.8 For actions under $2,500 (regardless of whether the contractor has an Approved Purchasing System), the contractor shall perform the following tasks: (1) obtain a minimum of three competitive quotes - those quotes do not have to be provided to the COR, but should be available upon request should any review by the Government be conducted; (2) certify in a statement to the COR that competitive quotes were acquired and the lowest quote was selected, or provide rationale if the lowest quote was not selected. The contractor shall not purchase any Material/ODCs prior to receiving COR approval. The use of ABILITY ONE (example: Industries for the Blind) and GSA are suggested mechanisms for obtaining Materials/ODCs for all actions, regardless of dollar amount. The contractor shall obtain three competitive quotes, for all actions under $2,500, including those items purchased from GSA or Ability One. The contractor shall not assume the price of any items purchases from Ability One have been determined reasonable.

H.2.3.9 The contractor shall substantiate and provide adequate rationale for all purchases above $2,500 so the PCO can evaluate and approve without requiring any additional contractor support. The Contractor shall not exceed the funding authorized for ODCs.

H.3 SMALL BUSINESS PROVISIONS

H.3.1 Small Business Set-Asides (TO Level)

H.3.1.1 8(a) set-aside, Hubzone set-aside, or Service Disabled – Veteran Owned set-asides
Services that are currently performed under an 8(a) set-aside, Hubzone set-aside or Service Disabled – Veteran Owned set-aside may not be obtained under TS3 unless the SBA has released the requirement from the Program and dissolved the specific set aside.

H.3.1.2 TOs Estimated Below the SAT Annually

TS3 will not be used to award TO requirements valued below the Simplified Acquisition Threshold (SAT).

H.3.1.3 TOs Estimated At or Above the SAT Annually

TO competitions will be set aside for small businesses based on the Government's estimated value of the requirement.

H.3.1.3.1 All TOs with an anticipated value between the SAT and $3 Million per year will be set aside for small business concerns in accordance with FAR 19.502-2(b)(1) whenever the PCO has a reasonable expectation of receiving TO proposals from at least two responsible small business concerns, and award is expected to be made at a fair market price (hereafter referred to meeting the "Rule of Two"). However, TOs in excess of $3 Million per year will also be set aside for competition among the Restricted Suite contractors when the Rule of Two is met.

H.3.1.3.2 If the PCO does not have a reasonable expectation that offers will be obtained from at least two responsible small business concerns and award will be made at a fair market price, the TO will be open for competition between the contractors in both the Restricted Suite and Unrestricted Suite.

H.3.1.3.3 Regardless of whether the TO is set aside, Restricted Suite contractors are permitted to propose on every TO solicited, unless the TO has been justified by the Government as a sole-source procurement in accordance with FAR Subpart 16.505(b)(2).

H.3.2 Small Business Size Regulations

H.3.2.1 The SBA has defined eligibility standards for small businesses in 13 CFR Part 121. In order to ensure that an Offeror qualifies as an eligible small business, prospective Offerors are encouraged to review this regulation. In addition, Offerors proposing a joint venture (JV), teaming or subcontracting arrangements are advised to review 13 CFR 121.103, *How Does SBA Determine Affiliation?*, prior to submitting a proposal.

H.3.2.2 The SBA is the sole authority for making determinations of small business size standards for small business programs. Such determinations are binding on the Offeror and on the PCO. Generally, SBA determines the size status of a concern (including affiliates) as of the date the concern submits a written self-certification that it is small to the procuring agency as part of its initial offer including price. A contractor's size status will remain in effect for a contract period not to exceed (NTE) five years. For TOs that exceed five years, FAR Subpart 52.219-28 applies.

H.3.2.3 A finding by the SBA of affiliation between an Offeror and its JV, teaming partner or subcontractor(s), may result in a determination that the Offeror is other than a small business and therefore ineligible for a small business set-aside at the TO level. Business concerns are considered to be affiliates of each other in accordance with 13 CFR 121.103.

Due to the magnitude and complexity of this acquisition, and the wide range of capabilities required by the contract, JVs (formal or informal) may be formed in accordance with 13 CFR 121.103(h). In accordance with the referenced code, a JV of two or more small business concerns may submit an offer in response to the TS3 solicitation as a small business without regard to affiliation so long as each concern is small under the size standard for NAICS Code 541330. There is no restriction on the number of JVs, teaming arrangements, or subcontracting opportunities that an Offeror may participate in.

In order for the Government to review the Offerors' JV, if applicable, Offeror shall submit the information requested in Section L.

In addition to affiliations mentioned above, Offeror must be cognizant of FAR Clause 52.219-14, Limitations on Subcontracting, which is mandatory for all set-aside acquisitions. When an Offeror self certifies in Section K of the solicitation that it is a small business, the Offeror is also self-certifying it will

comply with FAR Clause 52.219-14. The Small Business Offeror or JV must perform at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern. The subcontract costs are the entire costs spent on subcontracting. Where an Offeror is exempt from affiliation under 13 CFR 121.103(h)(3), and qualifies as a Small Business concern, the performance of work requirements apply to the cooperative effort of the JV, not its individual members. Further information concerning definitions and implications of this clause for the Offeror or JV, may be found at 13 CFR 125.6.

H.4 ON-RAMPS

In ordering year three, the Government intends to hold an open season in which new Contractors will have an opportunity to receive a MA IDIQ contract under TS3. This will allow ACC-WRN to increase the total number of Restricted and/or Unrestricted Suite of Contractors.

H.5 OFF-RAMPS

Each prime MA IDIQ contract holder is expected to participate in the TS3 ordering process and submit proposals in response to task order requests for which the contract holders have a reasonable chance for award, to successfully perform the terms of their orders, and to promptly improve performance when it does not meet the terms of the orders. These prime MA IDIQ contract holders are also expected to be responsible IAW FAR Subpart 9.104. If at any point during the MA IDIQ five-year ordering period, a prime MA IDIQ contract holder does not meet these expectations, ACC-WRN reserves the right to use off-ramp procedures to remove a prime MA IDIQ contractor from future TO competitions.

H.6 ORDERING PROCEDURES FOR TECHNICAL INSTRUCTIONS (TIs) ISSUED AT THE TO LEVEL

H.6.1 Requirements and tasks to be performed by the contractor are set forth in the base TO. Technical direction regarding tasks to be performed under the TO Performance Work Statement or Statement of Work may be given by means of Technical Instructions. Work and associated labor hours not awarded in the base TO shall be performed in accordance with TI issued and signed by the PCO via fully funded bilateral modification(s).

H.6.2 After the base TO is competed and awarded, and prior to issuing TIs, the PCO 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.

H.6.3 Each TI shall include, at a minimum, the following information:

H.6.3.1 A description of the specific work to be performed.

H.6.3.2 Reference to specific task(s) and requirement(s) of Section C of this TO under which the work described in the TI is to be performed.

H.6.3.3 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.

H.6.3.4 Estimated travel, direct material and/or other direct costs.

H.6.3.5 Completion date; under no condition shall the completion date of the TI exceed the completion date of the overarching TO.

H.6.3.6 Identification of the Contract Line Item Number (CLIN) under which the work is to be performed.

H.6.3.7 Total estimated cost or total price.

H.6.4 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 PCO 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.

H.6.5 All Technical Instruction revisions shall be made by way of a bilateral modification signed by the PCO.

H.7 RESERVED

H.8 RIGHTS/GUARANTEES

This MA IDIQ contract shall not be construed as a guarantee on behalf of the government to solicit or issue a TO. Reference FAR clause 52.216-19, Order Limitations.

H.9 NON-PERSONAL SERVICES

No personal services shall be performed under this contract. No Contractor employee shall 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 PCO of this communication or action.

H.10 INHERENTLY GOVERNMENTAL FUNCTIONS

H.10.1 As stated in FAR Subpart 7.5, the Contractor shall not perform any inherently governmental actions under TS3. 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.

H.10.2 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.

H.10.3 The services to be performed under this MA IDIQ contract 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.

H.10.4 The Contractor shall ensure 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.

H.10.5 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."

H.11 GOVERNMENT FURNISHED PROPERTY

H.11.1 Some TOs may authorize Government Furnished Equipment/Property/Materials (GFE/P/M); if authorized, it will be specified in the individual TO (at the discretion of the Government) with specified delivery dates and in specified condition. If specified by the individual task order, the Contractor shall be prepared to submit a Property Control Plan (PCP) with its proposal. The PCP shall encompass the GFP requirements contained in the TO PWS. The Contractor shall update the PCP, and submit the revision to the COR, annually thereafter, for each TO involving the management of GFP whose performance period exceeds one year. In the event that no changes are required for an individual PCP, a letter shall be submitted to the COR stating such.

H.11.2 The contractor shall immediately report on both all property furnished to the contractor and all property acquired by the contractor to the account of the Government upon completion of the TO or contract, or in the event of either a partial or complete termination of the TO or contract. This report shall request instructions from the Government for redistribution, shipping instructions, or other actions regarding disposition of the Government Property. This report shall be submitted to the PCO.

H.11.3 Government Furnished Information (GFI) relevant to the tasks to be performed under this contract will be provided to the Contractor for use during the performance of the task as specified in the TO (at the discretion of the Government) with specified delivery dates. These documents shall be returned to the Government upon conclusion of the TO.

H.11.4 Office Supply Support. The Government will provide office supply support through the standard base supply system for the day-to-day requirements generated within a normal office environment. A property book hand-receipt will be issued to the contractor or contract employee for any equipment issued.

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H.11.5 Use and Safeguarding of GFE. GFE shall be used solely and exclusively for performance of work under this PWS or Task Order. The Contractor shall safeguard GFE and take reasonable precautions to prevent fraud, waste, and abuse.

H.11.6 Missing, Stolen, Lost, and Recovered GFE. The Contractor shall comply with all Government rules and regulations, responsibilities and Liabilities for Government Property and those in Section C-6 pertaining to GFP lost, missing, stolen, damaged, abused (excessive wear and tear), or destroyed while in the Contractor's possession.

H.11.7 Damage to GFE. If any damage to GFP is due to negligence, failure to secure or Contractor caused accidents; such GFP shall be repaired, and temporary/replacement property acquired at the cost to the Contractor.

H.11.8 Return of GFE. The Contractor may, at any time, return GFE it no longer needs for the performance of this PWS or Task Order; however, returned GFE will not be replaced by the Government, and the unavailability or lack of GFE under these circumstances will not excuse nonperformance, or justify increase in cost to the Government. The Contractor shall notify the Designated Government Representative (DGR) in writing of its intent to return GFE. Contractor shall prepare and process appropriate turn-in documents in a timely manner, and is responsible for arranging for equipment turn-in.

H.11.9 Physical Security. The Contractor shall be responsible for safeguarding all Government equipment provided for Contractor use and adhere to the Government property requirements contained in this contract. GFE supplies and services are for official use only. The Contractor shall use care to avoid damage to Government furnished equipment. At the end of each work period, all equipment and materials shall be secured.

H.11.10 Property Pass. Contractor shall complete a property pass when removing GFE/GFP off the installation. The Contractor shall prepare and obtain a DGR signature on a Property Pass (DA Form 1818).

H.11.11 Repair vs. Replacement. GFE shall not be replaced if it can be repaired or rebuilt, to return it to the condition existing at the time it was accepted by the Contractor. The Contractor shall provide the DGR with a comparison between the replacement cost of the equipment and the cost of parts required to repair the equipment. If the repair estimate exceeds 50 percent of the replacement cost, the Contractor shall contact the DGR for approval to replace the item. The DGR will closely monitor repair and replacement of GFE. Any item replaced or repaired becomes the property of the Government. Any item replacement or repaired shall meet the same performance criteria and quality standards as the original item or better.

H.11.12 Warranties and Maintenance. The Government will furnish warranty information on all GFE. All GFE under manufacturer's warranty shall be operated, maintained, and repaired in accordance therewith. The Contractor shall report to the DGR any equipment, which requires the exercising of manufacturers' warranties. The Contractor shall not repair GFE under warranty without DGR approval. Repair and replacement of non-GFE is the sole responsibility and expense of the Contractor.

H.11.13 Disposal, Salvage, Reclamation, and Recycling. The Contractor shall contact the DGR to initiate disposal, salvage, reclamation, or recycling of GFE.

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H.12 FEDERAL HOLIDAYS

The following days are legally recognized holidays; this list of holidays relates to Government duty days and is not intended to supplement or otherwise alter the provisions of any Wage Determination regarding applicable paid holidays:

New Year's Day
Martin Luther King Jr.'s Birthday
President's day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

H.12.1 When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a legal holiday.

H.12.2 In addition to the days designated as holidays, the Government observes the following days:

H.12.2.1 Any other day designated by federal statute

H.12.2.2 Any other day designated by Executive Order

H.12.2.3 Any other day designated by Presidential Proclamation

H.12.3 It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract.

H.13 CONTINUOUS PROCESS IMPROVEMENT (CPI)

The Deputy Secretary of Defense (DepSecDef) has identified CPI as a best practice for DoD activities. Reference is made to the DepSecDef Memo dated 11 May 2006 and the DoD Continuous Process Improvement Transformation Guidebook dated May 2006.

The Government expects the contractor, when awarded a TO, to apply CPI best practices in performance of the SOW/PWS for that TO. In accordance with the CPI Transformation Guidebook, the contractor should promote process improvements when practicable.

H.14 CONTRACTOR ADVISORY AND ASSISTANCE SERVICES (CAAS)

Some of the Portfolio Groups in this contract include services that may fall within the definition of Advisory and Assistance Services in FAR Subpart 2.101 and DFARS Subpart 237.201.

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H.15 INSURANCE SCHEDULE

H.15.1 In accordance with FAR Clause 52.228-5, Insurance--Work on a Government Installation incorporated in Section I herein, the Contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract and any renewal thereof, adequate insurance to specifically include liability assumed by the Contractor under this contract.

H.15.2 Regarding FAR clause 52.228-8, Liability and Insurance —Leased Motor Vehicles, incorporated in Section H herein, the Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance to specifically include liability assumed by the Contractor under this MA IDIQ contract.

H.15.3 Prior to TO commencement, the Contractor shall furnish to the PCO a certificate or written statement certifying compliance with the above required insurance coverage. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective for such a period as the laws of the State in which this contract is to be performed prescribe, or until 30 days after the insurer or the Contractor gives written notice to the PCO, whichever period is longer.

H.15.4 Additionally, the Contractor shall insert the substance of these clauses, including this paragraph, in subcontracts under this contract that require work on a Government installation.

H.16 RESERVED

H.17 CORPORATE CHANGES

The Contractor shall provide the PCO copies of all publicly available correspondence relating to corporate status and major corporate revisions, such as buy-outs, sale or dissolution and changes in personnel policy that effect this contract. Potential buyout scenarios, actual buyouts, sales and dissolutions shall be disclosed in writing to the PCO as soon as possible after such information/status has been made official.

H.18 TRAINING OF CONTRACTOR EMPLOYEES

The contractor shall provide fully trained, experienced, and technically proficient personnel required for performance of TOs issued hereunder. Training of contractor personnel shall be performed by the Contractor, at its own expense, except when the Government has given prior approval for training to meet special requirements that are peculiar to a particular TO. The Government may authorize limited training of Contractor employee(s) when the Government determines it to be in the best interest of the Government. The Government will not authorize training for contractor employees to attend seminars, symposia, or user group conferences, unless certified by the Contractor and the COR that attendance is mandatory for the performance of TO requirements. When training is authorized by the TO PCO in writing under the conditions set forth above, the Government will reimburse the Contractor for tuition, travel, and per diem, if required. Additionally, the Government will not authorize any training on any TOs at Government expense for replacement personnel nor for the purpose of keeping Contractor personnel abreast of advances in the state-of-the-art, or for training Contractor employees on equipment, computer languages, and computer operating systems that are available on the commercial market

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H.19 WORK ON A GOVERNMENT INSTALLATION

In performing work under this contract on a Government installation or in a Government building, the Contractor shall fully comply with local military installation, city, state and federal laws, regulations and/or ordinances pertinent to performance of the contractual services required under this contract. Specifically, the Contractor, including its employees and subcontractors/teammates, shall:

H.19.1 Conform to the specific safety requirements established by this contract and TOs issued hereunder;

H.19.2 Observe all rules and regulations issued by the installation Commanding Officer pertaining to fire, safety, sanitation, severe weather, admission to the installation, conduct not directly addressed in this contract;

H.19.3 Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Government and Contractor personnel connected in any way with performance under this contract;

H.19.4 Be escorted at all times, if work is to be performed in a restricted area; and

H.19.5 Take such additional immediate precautions as the PCO or COR may reasonably require for safety and accident prevention purposes.

H.19.6 Obtain all necessary Security and Access credentials for new contracted employees, prior to the reporting date if working on a Government installation. 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 Contractor's Security Badge. Upon completion and/or termination of a contract employee's employment, the Contractor is responsible for insuring all Security ID badges (i.e., Contractor's 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. Additionally, privately owned vehicles belonging to contractor personnel are subject to search pursuant to applicable regulations. The award of this MA IDIQ contract 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.

H.20 RESERVED

H.21 CONTRACT DATA REQUIREMENTS

The Contractor shall deliver any contract data requirements in accordance with DD Form 1423, CDRL as specified in the specific TOs.

H.22 CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR) AND CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

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A CPAR is required when a contract meets the established dollar threshold for its business sector as defined in AFARS Subpart 5142.1502-90(a), however, the PCO may require a CPAR at the TO level valued below those thresholds. Additionally, a CPAR is required in all instances of termination or partial termination for default or cause immediately upon notification to the contractor, regardless of the dollar value of the contract. The cognizant DCMA office and/or the COR may provide relative information to the PCO regarding the contractor's performance to include the following areas: Technical (Quality of Product or Services); Schedule; Cost Control; Management ((Responsiveness, Subcontract Management, Program Management or Other Management) and Management of Key Personnel (for Services and Information Technology Business Sectors). The assessment/review will be accomplished through CPARS. The completed evaluations will not be released to anyone other than Government personnel and the contractor whose performance is being evaluated. The Contractor shall access the CPARS website via http://www.cpars.gov/.

H.22.1 Interim CPAR: An interim CPAR is required for new TOs meeting the thresholds identified in AFARS Subpart 5142.1502-90(a) and that have a period of performance greater than 365 calendar days. Interim CPARS are also required every 12 months throughout the entire period of performance of the contract up to the final report. Additionally, an interim CPAR is also required upon a significant change within the agency, provided that a minimum of six months of performance has occurred, such as a change in program or project management responsibility or a transfer of contract to a different contracting activity.

H.22.2 Final CPAR: A final CPAR will be completed by the Government upon TO completion. Final reports are to be prepared on all contracts meeting the thresholds established in AFARS Subpart 5142.1502-90(a) with a period of performance of less than 365 calendar days but, no more than 18 months. The final CPAR will not include cumulative information, but rather only information on the period of performance since the last CPAR.

H.23 CONTRACTOR MANPOWER REPORTING REQUIREMENTS APPLICABLE TO AWARDED TOs

As provided within Section C of this MA IDIQ contract, the Contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided through fully executed TOs. The reporting period shall be the period of performance not to exceed 12 months, ending 30 September of each Government fiscal year; all data must be reported by 31 October of each calendar year. At no time will any data be released to the public, with the contractor name and contract number associated with the data.

H.24 INTERPRETATION OF CONTRACT REQUIREMENTS

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, it 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.

H.25 RESERVED

H.26 AVOIDANCE OF ORGANIZATIONAL CONFLICTS OF INTEREST (OCIs)

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H.26.1 Definition. The term "Organizational Conflict of Interest" is defined in FAR Subpart 2.10; see also FAR Subpart 9.502(c). Generally, an OCI may result when (i) factors create an actual or potential conflict of interest on an instant contract; or when (ii) the nature of the work to be performed on the instant contract creates an actual or potential conflict of interest regarding a future acquisition. Conflicts may arise in situations not expressly provided in FAR Subpart 9.505 or in the examples in FAR Subpart 9.508. Each situation must be examined on a case by case basis. The exercise of common sense, good judgment, and sound discretion is required in the PCO's determination on whether a significant potential conflict exists and, if one or more exists, the development of an appropriate means for resolving it.

H.26.2 Agreement. At all relevant times, the parties agree to avoid or mitigate any actual or potential OCI they identify in connection with this MA IDIQ contract and TO(s) issued against it. Any OCI(s) identified prior to award of the MA IDIQ contract and TO(s) issued against it shall be addressed in paragraph (c) below; OCIs that may not be identifiable until after award shall be addressed in paragraph (d) and (e) below. Compliance with these OCI requirements is a material obligation of the contract. The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law, including those set forth at FAR Subpart 9.5, or elsewhere included in this contract. If the Contractor takes any action prohibited by these requirements or fails to take action required by these requirements, the Government may terminate the TO contract for default, disqualify the contractor for subsequent related task order(s), and/or pursue other remedies available under the law.

H.26.3 OCI(s) Identified and to be Avoided or Mitigated Prior to Contract Award. Pursuant to FAR Subpart 9.504(a) the PCO reviewed the Statement of Work of this solicitation and identified potential OCI(s).

H.26.3.1 As a result, the PCO determined that the following potential OCI(s) exist relative to the Statement of Work on this MA IDIQ contract, and the parties agree to the mitigation strategy identified in subparagraph H.26.3.2.

H.26.3.1.1 In performing work required by the SOW, employees of the winning contractor may perform work on Government premises, in close proximity to Government employees, thus creating a possibility that Contractor employees will obtain advance planning information (potential source-selection information) regarding current or future Government requirements that either that not yet been released, or will not be released to the general public. If this potential OCI is not negated or mitigated, this may provide the Contractor with an unfair competitive advantage, creating an OCI described in FAR Subpart 9.505(b)(2).

H.26.3.1.2 In performing work required by the SOW, the winning contractor may obtain access to technical data/computer software of one or more competitors, regarding products, software, or processes developed by such competitors at its own expense.

H.26.3.2 To avoid or mitigate the effect of the OCI(s) identified in subparagraph H.26.3.1 above, the Contractor will take the following actions:

H.26.3.2.1 RESERVED

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H.26.4 OCI(s) Arising Prior to Contract Award (Identified by the Contractor). Should the Contractor, during the performance of this contract, become aware of any OCI(s), beyond any identified in paragraph (c) above (which may result, for example, if the Contractor receives one or more new contracts, whether as a prime contractor, a subcontractor, or as a partner or member of a teaming arrangement), the Contractor agrees to:

H.26.4.1 Notify the PCO of the OCI, in writing, and;

H.26.4.2 Recommend to the Government an alternate mitigation approach which would avoid the OCI entirely, or,

H.26.4.3 Submit for approval, an OCI mitigation plan that:

H.26.4.3.1 Describes in detail the circumstance(s) that create the OCI;

H.26.4.3.2 Outline in detail the actions to be taken in the performance of the contract to mitigate the OCI.

H.26.4.4 The Government reserves the right to reject a Contractor's proposed alternate mitigation approach and an OCI mitigation plan, if the PCO determines such a plan is not in the best interests of the Government.

H.26.4.5 If approved, the OCI mitigation plan will be incorporated into this contract by subsequent bilateral modification. The Government reserves the right to review and audit the OCI mitigation plan(s) as needed.

H.26.4.6 If the PCO finds that it is in the best interest of the Government to award the contract notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503.

H.26.5 OCI(s) Arising After Contract Award (Identified by the Government). Should the Government, during the performance of this contract, identify any OCI(s)), beyond any identified in paragraph (c) above, bearing on the performance of this contract, which were not previously identified and dispositioned per paragraph (c) above, the PCO will:

H.26.5.1 Notify the Contractor, in writing, of the relevant details, explaining how the OCI arose, and specifying the nature of the OCI; and

H.26.5.2 Request from the Contractor a proposed strategy to negate the OCI entirely or an OCI mitigate plan, as described above.

The contractor shall hold the government harmless and will freely indemnify the government as to any cost/loss resulting from the unauthorized use or disclosure of any third-party proprietary information by its employees, the employees of subcontractors, or by its agents.

H.27 OCI AT THE TO LEVEL

H.27.1 Each TOR will address any OCIs identified by the TO PCO, if any.

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H.28 ADDITION OF CLAUSES AT THE TO LEVEL

Clauses may be added at the TO level so long as they do not conflict with clauses included in the MA IDIQ contract. For example, Option clauses 52.217-8, Option to Extend Services, and/or 52.217-9, Option to Extend the Term of the Contract, may be included and tailored at the TO level. Additionally, the following clauses may apply to any TO requiring deployment as part of its performance work statement:
52.204-9 Personal Identity Verification of Contractor Personnel
52.228-3 Workers Compensation Insurance (Defense Base Act)
52.228-4 Workers Compensation & War Hazard Insurance Overseas
252.228-7003 Capture and Detention
252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.
252.225-7041 Correspondence in English
252.225-7042 Authorization to Perform
252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors outside the United States

H.29 ADDITIONAL CONTRACTOR REQUIREMENTS

H.29.1 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 task orders issued hereunder.

H.29.2 In the event of catastrophic computer failure or otherwise unavoidable, significant, and unforeseen workload delays, the Government reserves the right to put the Contractor's 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 shall not be charged for services.

H.29.3 As required under individual TOs, Contractor personnel may be required to document and verify all work performed and hours worked.

H.29.4 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. The contractor shall be responsible for accident prevention and safety practices on contractual work being performed under a TO . 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 Contractor's contract manager of potential or existing occupational health hazards that require attention.

H.30 SAMPLE PROVISION

The following are sample provision that may be tailored and included at the TO level.

H.30.1 Nondisclosure of Sensitive and/or Proprietary Data:

The Contractor recognizes that in the performance of this TO, it may receive or have access to certain sensitive information, including information provided on a proprietary basis by equipment manufacturers and other public or private entities. The Contractor agrees to use and examine this

information exclusively in the performance of this TO and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government designated support contractors possessing appropriate proprietary agreements.

The Contractor agrees to indoctrinate its personnel who have access to sensitive information and the relationship under which the Contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. The Nondisclosure Agreement for Contractor Employees as shown below shall be signed by all personnel and forwarded to the COR for retention, prior to work commencing. The Contractor shall restrict access to sensitive/proprietary information to the minimum number of employees necessary for contract performance.

Sample:

DEPARTMENT OF THE ARMY
NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES

TASK ORDER (TO) NUMBER _____
I, _____, as an employee of _____,
a Contractor acting under contract to the Department of the Army, list agency/office in administering an unclassified and/or classified system support for cognizant _____, pursuant to contract _____, agree not to disclose to any individual business entity or anyone within _____, or outside of the company who has not signed a Nondisclosure Agreement for the purposes of performing this contract: any sensitive, proprietary or source selection information contained in or accessible through this project.

I understand that information/data I may be aware of, or possess, as a result of my assignment under this contract may be considered sensitive or proprietary. Contractor responsibility for proper use and protection from unauthorized disclosure of sensitive, proprietary and source selection information is described in Federal Acquisition Regulation (FAR) Subpart 3.104-5(b). Pursuant to FAR Subpart 3.104-5, I agree not to appropriate such information for my own use or to release or discuss such information for my own use or to release it to or discuss it with third parties unless specifically authorized in writing to do so, as provided above.

This agreement shall continue for a term of five years from the date upon which I last have access to the information. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive, proprietary, or source selection information to any person or legal entity unless that person or legal entity is authorized by the head of the agency or the contracting agency or the PCO to receive such information. I understand violations of this agreement are subject to administrative, civil and criminal sanctions.

THIS STATEMENT CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT STATEMENT MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

_____ _____
(Signature of Contractor Employee) Date (Contractor) (Employee Telephone No.)

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The Contractor further agrees to sign an agreement to this effect with other contractors, and other private or public entities providing proprietary data for performance under this TO. As part of this agreement, the Contractor will inform all parties of its agreement to allow certain Government designated Contractors access to all data as described in paragraph (c) below. One copy of each signed agreement shall be forwarded to the TO PCO. These agreements shall be signed prior to work commencing. In addition the Contractor shall be required to coordinate and exchange directly with other contractors as designated by the Government for information pertinent and essential to performance of this TO. The Contractor shall discuss and attempt to resolve any problems between the Contractor and those contractors designated by the Government. The PCO shall be notified in writing of any disagreement(s) which has (have) not been resolved in a timely manner and furnish to the TO PCO copies of communications between the Contractor and associate Contractor(s) relative to contract performance. Further, the close interchange between Contractor(s) may require access to or release of proprietary data. In such an event, the Contractor shall enter into agreement(s) with the Government designated Contractor(s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the TO PCO.

Government Designated Contractors. The Contractor agrees to allow the below listed Government-designated support Contractors, possessing appropriate proprietary agreements and retained by the Government to advise the Government on cost, schedule and technical matters pertaining to this acquisition, access to any unlimited rights data (as defined in DFARS Subpart 252.227-7013) acquired under the terms and conditions of this contract and to sign reciprocal nondisclosure agreements with them. One copy of each signed agreement shall be forwarded to the PCO.

List designated Contractors:
All Government-designated Contractors stated herein, or added at a future date shall also enter into nondisclosure agreements with all parties providing proprietary information to the Contractor, and the nondisclosure agreements shall be signed before work commences.

H.31 INVOICES

Contractors with direct bill privileges and contractors that don't have direct bill privileges on Time and Material-type, Firm Fixed Price, Level of Effort-type, and Cost Reimbursement-type contracts shall submit its invoices to the COR for review and approval prior to uploading the invoices into Wide Area Workflow (WAWF). The COR will review, and if appropriate approve, the invoice(s) within 10 days for uploading into WAWF.

Each invoice shall contain the following supporting data:

(a) Labor - Identify the individuals that worked, the hourly rate, the number of hours worked.
(b) Travel – COR approval notices and the receipts to support the travel dollars spent.
(c) ODCs/Material – COR approval notices, a description of what was purchased and the receipts to support what item(s) were purchased.

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