

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number SEE SCHEDULE		Page 1 Of 80				
2. Contract No. W56HZV-09-A-A910		3. Award/Effective Date 2009FEB12		4. Order Number		5. Solicitation Number		6. Solicitation Issue Date		
7. For Solicitation Information Call:		A. Name LIZ WEARN			B. Telephone Number (No Collect Calls) (586)282-9656		8. Offer Due Date/Local Time			
9. Issued By U.S. ARMY CONTRACTING COMMAND WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL			Code W56HZV	10. This Acquisition is <input type="checkbox"/> Unrestricted OR <input type="checkbox"/> Set Aside: % For:						
11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule			12. Discount Terms		<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)			13b. Rating DOA4		
					14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP					
15. Deliver To SEE SCHEDULE			Code	16. Administered By DCMA MANASSAS 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342				Code S2404A		
17a. Contractor/Offeror PD SYSTEMS, INC. 5845 RICHMOND HWY STE 405 ALEXANDRIA, VA 22303-1868			Code 4V8V7	Facility	18a. Payment Will Be Made By DFAS-COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264				Code HQ0338	
17b. Check If Remittance Is Different And Put Such Address In Offer <input type="checkbox"/>			18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum							
19. Item No.	20. Schedule Of Supplies/Services SEE SCHEDULE (Use Reverse and/or Attach Additional Sheets As Necessary)				21. Quantity	22. Unit	23. Unit Price		24. Amount	
25. Accounting And Appropriation Data							26. Total Award Amount (For Govt. Use Only) \$0.00			
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.					<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.					
<input type="checkbox"/> 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.					<input type="checkbox"/> 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) RENEE MARIE COLLICA RENEE.COLLICA@US.ARMY.MIL (586)282-9667			31c. Date Signed 2009FEB12		

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
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> 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		

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Name of Offeror or Contractor: PD SYSTEMS, INC.		

SUPPLEMENTAL INFORMATION

THE FOLLOWING MODIFICATIONS HAVE BEEN INCORPORATED

- P00001
- P00002
- P00003
- P00004
- P00005
- P00006
- P00007
- P00008
- P00010
- P00011
- P00012
- P00014
- P00015
- P00016
- P00017
- P00018
- P00019
- P00020

Buyer Name: LIZ WEARN
 Buyer Office Symbol/Telephone Number: CCTA-ASM-A/(586)282-9656
 Type of Contract: Firm Fixed Price
 Kind of Contract: Service Contracts
 Type of Business: Other Small Business Performing in U.S.
 Surveillance Criticality Designator: C
 BPA Expiration Date: 2014DEC31

*** End of Narrative A0000 ***

BPA #: W56HZV-09-A-A910 (PD Systems, Inc.)
 Modification: P00001

The purpose of this modification P00001 to BPA W56HZV-09-A-A910 is to incorporate the following changes:

1. Modify Narrative A0001, paragraph (20) entitled Task Order Labor Category/Hours as follows: (The updated language has been included in the 'A0001' Narrative, in this Modification P00001).

FROM:
 (2 0) TASK ORDER LABOR CATEGORY/HOURS:
 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 cost-reimbursable, no fee (or any G&A burden) or in accordance with the provisions of the FSS schedule (as applicable).

TO:
 (2 0) TASK ORDER LABOR CATEGORY/HOURS:
 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).

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Name of Offeror or Contractor: PD SYSTEMS, INC.

2. Paragraph (31) has been added to the 'A0001' Narrative, entitled Expedited close-out Procedures as follows: (The updated language has been included in the 'A0001' Narrative, in this Modification P00001.)

(31) Expedited close-out procedures of individual task orders:

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.

3. The replacement work fee percentage shall be negotiated, when applicable, at the task order level. The hourly rates for replacement work shall be the awarded labor rates minus the fee.

4. Your firm has been approved to bill indirect rates (burdens) on travel and ODCs for the remainder of the BPA period of performance, 31 Dec 2009. The rates allowed will be at the rate your firm submitted for our review on 26 June 2009.

5. The following clauses are hereby added to this BPA:

- a. Contractor Employee Legal Requirements, 952.225-0010
- b. Inspection, Time & Material and Labor Hour, FAR 52.246-6
- c. Contractor Verification System (CVS) Program, FAR 52.204-4600
- d. Value Engineering, FAR 52.248-1

6. The points of contact are hereby changed from Greg Gibbons and Dawn Legere to John Macik and Mary Mataczynski.

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

*** END OF NARRATIVE A0005 ***

BPA #: W56HZV-09-A-A910 (PD Systems)

MODIFICATION # : P00002

1. The purpose of this Modification P00002 to BPA W56HZV-09-A-A910 is to incorporate the following changes:

a. The following clauses are hereby added for Firm Fixed Price contract type to include Fixed Price Level of Effort:

- (1) Inspection of Services - Fixed Price FAR 52.246-4
- (2) Payments FAR 52.232-1
- (3) Prompt Payment FAR 52.232-25
- (4) Changes - Fixed-Price FAR 52.243-1
- (5) Add Full Text Clause "Payment, Firm-Fixed-Price, Level of Effort" in Section G

b. Delete the following clause: 952.225-0010 entitled "Contractor Employee Legal Requirements"

c. Modify Narrative A0001 paragraph 6(a) entitled Ordering Procedures for Task Orders as follows(The updated language has been included in the "A0001" Narrative, in this Modification P00002):

FROM:

6(a) Ordering Procedures for Task Orders:

The Government shall award Time and Material type task orders under this agreement.

TO:

6(a) Ordering Procedures for Task Orders:

The Government shall award Time and Material and Firm Fixed Price type task orders under this agreement to include Fixed Price Level of Effort.

2. This Modification did not result in a change in contract price.

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

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Name of Offeror or Contractor: PD SYSTEMS, INC.

*** END OF NARRATIVE A0006 ***

BPA Contract #: W56HZV-09-A-A910

Modification #: P00003

1. The purpose of this modification P00003 to BPA W56HZV-09-A-A910 is to incorporate the following subcontractors to the PD Systems Team:
 - a. Trident World Systems, Inc., Huntsville, AL, Cage Code: 4GRD9, DUNS: 61-709-4482.
 - b. Diversified Solutions Group, Auburn Hills, MI, Cage Code: 52ZQZ, DUNS: 15-910-0754.
2. This modification did not result in a change in contract price.
3. Except as provided herein, all other terms and conditions remain unchanged.

*** END OF NARRATIVE A0007 ***

BPA #: W56HZV-09-A-A910 (PD Systems)

Modification: P00004

1. The purpose of this modification is to add Quality Metal Craft, Inc., Livonia, MI, Cage Code: 9F175, DUNS: 006405476 to the PD Systems Team.
2. This modification did not result in a change in contract price.
3. Except as provided herein, all other terms and conditions remain unchanged.

*** END OF NARRATIVE A0008 ***

Contract: W56HZV-09-A-A910 (PD-Systems)

Modification: P00005

1. The purpose of this modification P00005 is to reflect the OMNIBUS III, Year 3 changes as follows:
 - a) Remove Socio-Economic language under Section 9, paragraph (a) and re-number subsequent paragraphs.
 - b) Change dates in "new" paragraph 9(a) from 12 FEB 2009 through 31 DEC 2009 to 01 JAN 2010 through 29 JAN 2011.
 - c) Add language under Section (7) to detail Domain requirements for award of Task Orders under the BPA.
 - d) Change expiration date of BPA from 31 DEC 2009 to 29 JAN 2011
 - e) Add the following Team Members:
 - 1) Booz Allen Hamilton; (PES)GS-23F-0025K, (MOBIS)GS-23F-9755H, (LOGWORLD)GS-10F-0330L, LB
 - 2) Concurrent Technologies Corp.(CTC); (PES) GS-00F-0072M, LB
 - 3) EG&G Technical Services, Inc.;(MOBIS)GS-10F-0202K, (PES) GS-23F-0108J, (LOGWORLD)GS-10F-0038M, LB
 - 4) Mind & Media, Inc.; (MOBIS)GS-00F-0035, WOSB
 - 5) OshKosh Corporation; (LOGWORLD)GS-10F-0016U, LB

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6) Systems Products & Solutions, Inc. (PES)GS-10F-0015W, (LOGWORLD)GS-10F-0108V, 8(a) WOSDB

f) Add the following Subcontractors:

- 1) Alternative Staffing, Inc.(ASI)
- 2) AAdavance Machinery, Inc.
- 3) Freedomation
- 4) Underwriter Laboratories, Inc.
- 5) Digital Fusion Solutions, Inc.

g) Remove the following Subcontractor:

- 1) OshKosh Corporation

h) Remove the following Team Mates:

- 1) INNOLOG
- 2) Alternative Staffing, Inc.(ASI)

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

*** END OF NARRATIVE A0009 ***

Contract: W56HZV-09-A-A910 (PD Systems)

Modification: P00006

1. The purpose of this modification P00006 is to execute the following changes:

a) Add the following clauses:

- i) 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008).
- ii) 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2010).
- iii) 252.225-7997 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEDGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN (DEVIATION 2010- 00014) (AUG 2010).
- iv) 252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997).

b) Delete the following clause:

- i) 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2010) - ALTERNATE I (FEB 2000).

c) Add the following BPA language under Section 29:

Type of Invoice:

If a task order issued under 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 included in a task order issued under this contract, use a two-in-one invoice as described in WAWF.

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d) Add the following BPA language under Section 31:

Expedited close-out procedures of individual task orders:

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.

e) Add the following BPA language under Section 32:

TACOM Operations Security (OPSEC) Review Process:

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.

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

*** END OF NARRATIVE A0010 ***

Contract: W56HZV-09-A-A910 (PD Systems)

Modification: P00007

1. The purpose of this modification P00007 is to reflect the OMNIBUS III, Year 4 changes as follows:

a) Revise dates in paragraph 9(a) from 01 JAN 2010 through 29 JAN 2011 to 30 JAN 2011 through 29 JAN 2012.

b) Add the following Team Members:

- 1) CALIBRE; GS-10F-0229J; LB
- 2) FAAC, Inc; GS-02F-1429H; SB
- 3) Ideal, Innovations Inc; GS-10F-0148V; LB
- 4) Integrated Asset Mgt. Inc; GS-10F-0409N-R; WOSB

c) Add the following Subcontractors:

- 1) American Engr & Mfg. Inc; LB
- 2) The Armor Group; LB
- 3) FutureNet Group; 8(a) SDB/HUBZone
- 4) Omaha Automation; SB
- 5) PiShurlok; LB
- 6) Precision Global Systems Inc; SB
- 7) Prestige Extreme Machining & Mfg.; SB
- 8) Soft-Link International, Inc.; 8(a) WOSB
- 9) Westgate Consulting Group, Inc.; SB
- 10) US Farathane; LB
- 11) BAE Systems (Security & Survivability); LB
- 12) Munro & Associates, Inc.; SB
- 13) GraviKor Inc.; SB
- 14) SKF
- 15) Trident World Systems; LB (Per mod P00003)
- 16) Diversified Solutions Group; SB (Per mod P00003)

d) Changed name from TACOM Contracting Center to Army Contracting Command - Warren.

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

*** END OF NARRATIVE A0011 ***

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Name of Offeror or Contractor: PD SYSTEMS, INC.

Contract: W56HZV-09-A-A910

Modification: P00008

1. The purpose of this modification P00008 is to make the following changes:
 - a). C.1.3 - Update with the applicable SINS required.
 - b). C.2.7 - Update the period of performance to reflect 30 Jan 2011 - 29 Jan 2012.
 - c). C.2.8 - Update the period of performance to reflect 30 Jan 2011 - 29 Jan 2012.
 - d). C.3.2.2.1 - Change the name from TACOM Contracting Center to Army Contracting Command - Warren.
 - e). Correct errors to Team Members GSA Schedule Numbers.
 - f). FAR 52.242-15, entitled "Stop-Work Order" is hereby added and incorporated to the BPA.
2. As a result of this modification, all other terms and conditions of this BPA remain unchanged.

*** END OF NARRATIVE A0012 ***

Contract: W56HZV-09-A-A910

Modification: P00010

On contract W56HZV-09-A-A910 modifications are out of sequence. Last modification issued was P00008. We are now issuing modification P00010. Modification P00009 will not be issued, due to an administrative change.

1. The purpose of this modification P00010 is to make the following changes:
 - a). Add PD Systems LOGWORLD GSA Schedule GS-10F-0380X.
 - b). Add MacAulay-Brown, Inc. as a Team Member.
 - c). Add Precision Logistics International and Computer Sciences Corporation as subcontractors.
 - d). Revise 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 A0013 ***

1. The purpose of bilateral Modification P00011 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 A0014 ***

1. The purpose of this Modification P00012 is to reflect the OMNIBUS III, Year 6 changes as follows:
 - a. Extend the period of performance from 31 DEC 2012 to 31 DEC 2013.
 - b. Revise dates in paragraph 9(a) from 30 JAN 2012 through 31 DEC 2012 to 1 JAN 2013 through 31 DEC 2013.

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- c. Revise dollar amounts in paragraphs 7(a)(1), 7(a)(2), 7(b) and 7(c) from \$600K to \$1M.
- d. Add clause 52.237-4000, Contractor Manpower Reporting, 01 DEC 2012.
- e. Delete Manpower Reporting information from Narrative A0001, Paragraph 26 and mark it as [Reserved].
- f. Revise the following clauses to reflect updated language:
 - i.) 952.222-0001, Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports, 01 AUG 2011
 - ii.) 252.204-0005, Payment Instructions for the Defense Finance and Accounting Service (DFAS) - Line Item Specific: by Cancellation Date, 01 SEP 2009
 - iii.) 252.223-7006, Prohibition on Storage and Disposal of Toxic and Hazardous Materials, 01 APR 2012
 - iv.) 252.212-7001, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items, 01 JUN 2012
 - v.) 52.212-4, Contract Terms and Conditions--Commercial Items, 01 FEB 2012
 - vi.) 52.245-9, Use and Charges, 01 APR 2012
 - vii.) 52.245-1, Government Property, 01 APR 2012
 - viii.) 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items, 01 AUG 2012

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

*** END OF NARRATIVE A0015 ***

NOTE: Modification P00013 was cancelled

Contract: W56HZV-09-A-A910
Modification: P00014

The purpose of bilateral Modification P00014 to W56HZV-09-A-A910 is to incorporate the following language revisions and additions. These revisions and additions do not change the requirements of the BPA but are only to provide clarification to the BPA language.

1.) Change the following language to Narrative A0001, Paragraph (20.), "TASK ORDER LABOR CATEGORY/HOURS":

FROM:

"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)."

TO:

"Travel, direct materials, and other direct costs (including associated indirect costs) CLIN/SLINS shall be reimbursed at cost, no fee (or any G&A burden to the extent it is not included in the fully burdened labor rates) or in accordance with the provisions of the FSS schedule (as applicable). If the Contractor does not have loaded labor rates, G&A burdens will be negotiated and indicated within the Task Order."

2.) Add the following language to Narrative A0001, Paragraph (30.)(a.)(4.), "INVOICE/BILLING PROCEDURES":

"If the Contractor does not have loaded labor rates, G&A burdens will be negotiated and indicated within the Task Order."

3.) Add the following language to Narrative A0001, Paragraph (30.)(h.), "MATERIAL HANDLING/BURDEN COSTS":

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"If the contractor does not have loaded labor rates, indirect rates (burdens), including G&A applicable to material, shall be negotiated and indicated within the Task Order."

4.) Revise the following language:

a.) Narrative A0001, Paragraph (6.)(1.) from "Other Direct Costs (ODCs) and Travel" to "Other Direct Costs (ODCs)/Materials and Travel";

b.) Narrative A0001, Paragraph (30.)(k.) from "Other Direct Costs (ODCs) reimbursable under this BPA shall be identified and authorized at the task order level" to "Other Direct Costs (ODCs)/Materials reimbursable under this BPA shall be identified and authorized at the task order level";

c.) Narrative A0001, Paragraph (32.)(d.) from "Before inputting a cost voucher for travel and ODCs into WAWF" to "Before inputting a cost voucher for travel and ODCs/Materials into WAWF".

5.) Except as provided herein, all other terms and conditions for this BPA remain unchanged.

*** END OF NARRATIVE A0016 ***

BPA: W56HZV-09-A-A910
Modification: P00016

1.) The purpose of Modification P00016 is to complete the following:

a.) SECTION A: Add Stackpoole Consulting, LLC as a subcontractor; and

b.) SECTION I: Add Clause 52.222-17 "NONDISPLACEMENT OF QUALIFIED WORKERS" (JAN 2013).

2.) As a result of Modification P00016, the contract value is neither increased nor decreased.

3.) Except as provided herein, all other terms and conditions of this BPA remain unchanged.

*** END OF NARRATIVE A0018 ***

BPA: W56HZV-09-A-A910
Modification: P00017

1. The purpose of bilateral Modification P00017 is to complete the following:

a.) Extend the ordering period under the BPA from 31 Dec 2013 to 31 Dec 2014 in accordance with the following sections:

i.) Narrative A0001, Paragraph 9(a), from 31 Dec 2013 to 31 Dec 2014;

ii.) Section C, Paragraph C.2.7, from 31 Dec 2012 to 31 Dec 2014;

iii.) Section C, Paragraph C.2.8, from 31 Dec 2013 to 31 Dec 2014.

b.) Revise the last sentence in Narrative A0001, Paragraph 13(b):

FROM: 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.

TO: The total period of performance for a task order, including options, can be up to 36 months from date of task order award.

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c.) Revise the title of Narrative A0001:

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

TO: OMNIBUS III BLANKET PURCHASE AGREEMENT (BPA)

d.) Revise Narrative A0001, Paragraph 2(a)(3) from System of Systems Integration (SoSI) to System of Systems Engineering & Integration (SOSE&I).

e.) Revise Special Item Numbers (SINs) under Section C, Paragraph C.1.3 in accordance with the following:

i.) Remove MOBIS SINs 874-2 "Facilitation Services" and 874-3 "Survey Services";

ii.) Rename MOBIS SIN 874-1 from "Consulting Services" to "Integrated Consulting Services";

iii.) Rename MOBIS SIN 874-7 from "Program and Project Management" to "Integrated Business Program Support Services".

f.) Revise the last sentence in Narrative A0001, Paragraph 19(e):

FROM: The substance of this clause shall be included in all subcontracts at any tier.

TO: The substance of this clause shall be included in all subcontracts and team member arrangements.

g.) Revise Narrative A0001, Paragraph 25(d):

FROM: 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.

TO: The Contractor shall include this clause in all subcontracts and team member arrangements unless a waiver is requested from, and granted by, the Contracting Officer.

h.) Revise Narrative A0001, Paragraph 4(a):

FROM: 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 member's 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.

TO: 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 member's labor rates. If an entity is identified as a subcontractor to the prime/team leader (or team member) in the contractor teaming arrangement, the effort proposed for performance by that entity shall be mapped into the prime/team leader (or team member) GSA schedule rates. Subcontractors shall not subcontract any work to another subcontractor or team member.

2. As a result of Modification P00017, all other terms and conditions of this BPA remain unchanged.

*** END OF NARRATIVE A0019 ***

BPA: W56HZV-09-A-A910

Modification: P00018

1.) The purpose of Modification P00018 is to complete the following:

SECTION A:

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Name of Offeror or Contractor: PD SYSTEMS, INC.

- a.) Add C3W Group, Inc. as a subcontractor;
 - b.) Add Interactive Training Systems as a subcontractor;
 - c.) Add TransVoyant, LLC. as a subcontractor; and
 - d.) Remove team member Portal Dynamics from teaming arrangement.
- 2.) As a result of Modification P00018, the BPA value is neither increased nor decreased.
 - 3.) Except as provided herein, all other terms and conditions of this BPA remain unchanged.

*** END OF NARRATIVE A0020 ***

BPA: W56HZV-09-A-A910

Modification: P00019

- 1.) The purpose of Modification P00019 is to incorporate the following changes for Open Season, Year 7:

Section A

- a.) Add the following subcontractors:

Gibbs & Cox, Inc.
Global LT, Inc.
Marton Technologies
Medallion Instrumental Systems
Milspray Military Technologies
RedViking Group, LLC.

- b.) Revise the dollar thresholds in Section (7.)(a.)(1.) and (2.) from "\$1 million per year" to "\$1.5 million per year";
- c.) Revise the dollar threshold in Section (7.)(b.) from "\$1 million per year" to "\$1.5 million per year"; and
- d.) Revise the dollar thresholds in Section (7.)(c.) from "\$1 million" to "\$1.5 million".

- 2.) The following PCO determinations are incorporated into Year 7 and will apply to all TORs issued on or after 01 January 2014:

- a.) NAICS Code 541712 will be the only NAICS Code used in Year 7. The size status of your firm, at the time of your BPA award, shall remain your size status in Year 7; and

- b.) Each Contractor will be authorized to select the most appropriate GSA Schedule(s) (871 PES, 874 MOBIS, or 874V LOGWORLD) to perform the effort under each TOR. A NAICS Code and/or GSA Schedule will not be specified in the TOR.

- 3.) Except as provided herein, all other terms and conditions of this BPA remain unchanged.

*** END OF NARRATIVE A0021 ***

BPA: W56HZV-09-A-A910

Modification: P00020

- 1.) The purpose of Modification P00020 is to incorporate the following change:

SECTION A

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Name of Offeror or Contractor: PD SYSTEMS, INC.

- a.) Add the following subcontractor: Booz Allen Hamilton (BAH)
- 2.) Except as provided herein, all other terms and conditions of this BPA remain unchanged.

*** END OF NARRATIVE A0022 ***

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

(a) Contract Number W56HZV-09-A-A910 is awarded to PD Systems.

(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 TACOM-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 TACOM-Warren to the ACO. Within one week of this award, any office not able to obtain attachments from TACOM's 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.

Buyer: Raena Swanson, raena.swanson@us.army.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	JAN/2006
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Information regarding the Ombudsperson for this contract is located at the following website:
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

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: John Macik, Vice President and General Manager, Army Land Systems Division

Complete Name, Title, Corporate Address:

PD Systems, Inc.
5845 Richmond Highway, Suite 405
Alexandria, VA 22303

Electronic mail addresses and phone number: jmacik@pd-sys.net; 248-498-5208

Alternate Point of Contact: Susan Rinaldi, Deputy GM & Director of Operations; srinaldi@pd-sys.net; 248-498-5214

Prime/Team Leader GSA Schedule(s): PES GS-10F-0078U & LOGWORLD GS-10F-0380X

What is your Business Size: Small

CAGE CODE: 4V8V7

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Name of Offeror or Contractor: PD SYSTEMS, INC.

DUNS NUMBER: 806797317

NAICS: 541712

Size Standard: 500 employees

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

Booz Allen Hamilton (BAH) / GS-23F-0025K, GS-23F-9755H, GS-10F-0330L / LB

Calibre Systems / GS-10F-0229J / LB

Concurrent Technologies Corp.(CTC) / GS-00F-0072M / LB

Conley & Associates / GS-10F-0025V, GS-10F-0024V / SB

EG&G Technical Services, Inc. / GS-10F-0202K, GS-23F-0108J, GS-10F-0038M / LB

FAAC, Inc. / GS-02F-1429H, GS-10F-0017U / LB

Ideal, Innovations Inc. / GS-10F-0148V / LB

Integrated Asset Mgt. Inc. / GS-10F-0409N / SB

L3 Vertex / GS-10F-0328N / LB

Logistics Management Resources / GS-10F-0517P, GS-10F-0072M / LB

MacAulay-Brown, Inc. / GS-23F-0127K / LB

ManTech International Corp. / GS-23F-0122J, GS-10F-0121S / LB

Mind & Media, Inc. / GS-00F-0035M, GS-02F-0079T / SB

OshKosh Corporation / GS-10F-0016U / LB

Stratom, Inc. / GS-00F-0017W / SB

Systems Products & Solutions, Inc. / GS-10F-0015W, GS-10F-0108V / SB

Technica, LLC / GS-10F-0346U / SB

VSE / GS-10F-0103J, GS-23F-0086K, GS-10F-0096V / LB

List Subcontractors:

AAAdvanced Machinery, Inc.

AB Heller

Alternative Staff, Inc. (ASI)

American Engr & Mfg. Inc

The Armor Group

BAE Systems (Security & Survivability)

Black & Rossi

Booz Allen Hamilton (BAH)**

C3W Group, Inc.

Computer Sciences Corporation

Digital Fusion Solutions, Inc.

Diversified Solutions Group

Euridium

Freedomation

FutureNet Group

Gibbs & Cox, Inc.

Global LT, Inc.

Gonzalez Design Group

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Name of Offeror or Contractor: PD SYSTEMS, INC.

GraviKor Inc.
IET
Innovision
Interactive Training Systems
Karcher North America, Inc.
LION-Vallen Industries
M3
Marton Technologies
Medallion Instrumental Systems
Milspray Military Technologies
Munro & Associates, Inc.
Omaha Automation
Pi Innovo, LLC
Precision Global Systems Inc
Precision Logistics International
Prestige Extreme Machining & Mfg.
Quality Metal Craft, Inc.
Radian Precision
RedViking Group, LLC
RLE International
SKF
Soft-Link International, Inc.
Solidica
Stackpoole Consulting, LLC
STS International
TransVoyant, LLC.
Trident World Systems
TTS
Underwriter Laboratories, Inc.
US Farathane
VRD
Westgate Consulting Group, Inc.

1. AUTHORITY:

a. Pursuant to GSA Federal Supply Schedule (FSS) Contract Number(s) GS-10F-0078U and GS-10F-0380X, 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. PD Systems, 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 Engineering & Integration (SoSE&I),
4. US Army Research Development and Engineering Center (TARDEC),
5. TACOM LCMC Depots and Arsenal,
6. Program Manager- Light Armored Vehicles (PM LAV),
7. Program Executive Office Soldier (PEO Soldier),

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Name of Offeror or Contractor: PD SYSTEMS, INC.

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 member's labor rates. If an entity is identified as a subcontractor to the prime/team leader (or team member) in the contractor teaming arrangement, the effort proposed for performance by that entity shall be mapped into the prime/team leader (or team member) GSA schedule rates. Subcontractors shall not subcontract any work to another subcontractor or team member.

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:

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Name of Offeror or Contractor: PD SYSTEMS, INC.

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;

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Name of Offeror or Contractor: PD SYSTEMS, INC.

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,

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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)/Materials 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;

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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 \$1.5M per year.

2. Domain 2: Task Orders estimated to be greater than \$1.5M per year.

b. If estimated to be less than or equal to \$1.5M per 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 \$1.5M, but any quote comes in under \$1.5M, 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);

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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 1 Jan 2013 through 31 Dec 2014. 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.

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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. The total period of performance for a task order, including options, can be up to 36 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 <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

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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 ISSs 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 ISSs 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;

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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.

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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 and team member arrangements.

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 (including associated indirect costs) CLIN/SLINs shall be reimbursed at cost, no fee (or any G&A burden to the extent it is not included in the fully burdened labor rates) or in accordance with the provisions of the FSS schedule (as applicable). If the Contractor does not have loaded labor rates, G&A burdens will be negotiated and indicated within the Task Order.

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

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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 team member arrangements 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. [Reserved]

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

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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. If the Contractor does not have loaded labor rates, G&A burdens will be negotiated and indicated

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within the Task Order.

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. If the Contractor does not have loaded labor rates, indirect rates (burdens), including G&A applicable to material, shall be negotiated and indicated within the Task Order.

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)/Materials 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:

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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 <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 <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 INPUTTING A COST VOUCHER FOR TRAVEL AND ODCs/MATERIALS 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

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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.

**Changed pursuant to Modification P00020

*** END OF NARRATIVE A0001 ***

1. The purpose of Modification P00015 is to clarify the language in Modification P00012 as follows:

FROM:

"Extend the period of performance from 31 DEC 2012 to 31 DEC 2013"

TO:

"Extend the ordering period from 31 DEC 2012 to 31 DEC 2013"

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

*** END OF NARRATIVE A0017 ***

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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 Integrated Consulting Services**
- 874-4 Training Services
- 874-5 Ancillary Supplies and/or Services
- 874-6 Acquisition Management Support
- 874-7 Integrated Business Program Support Services**
- 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.

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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 2014.**

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 2014.** 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

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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.

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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.

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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.

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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

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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

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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

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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.

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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

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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

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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

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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.

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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.

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**Changed pursuant to Modification P00017

*** END OF NARRATIVE C0001 ***

Regulatory Cite	Title	Date
1 (C3)	952.222-0001 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS	AUG/2011

(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)

2	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	DEC/2012
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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 labor hours (including subcontractor labor hours) 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://cmra.army.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's 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;

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(5) Direct labor hours (including sub-contractors);

(6) 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) 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).

As part of its submission, the contractor will also provide the 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.

[End of Clause]

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INSPECTION AND ACCEPTANCE

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

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DELIVERIES OR PERFORMANCE

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

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CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.204-0005 (DFARS PGI)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) - Line Item Specific: by Cancellation Date	SEP/2009

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[End of Clause]

G-1 Payment, Firm Fixed Price, Level of Effort

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. If at any time the contractor has reason to believe that the hourly rate payments, travel and material amounts that will accrue in performing this task order, if added to all other payments and amounts previously accrued, will exceed 85 percent of the total price of the task order, the contractor shall notify the contracting officer, in writing. The notification shall include a revised estimate of the total price to the Government for performing this task order to the end of the awarded period of performance, with supporting reasons and documentation why the labor hours were expended so quickly and ahead of schedule. The 85% notification shall also be sent to the contract specialist and COR.

[END OF CLAUSE]

*** END OF NARRATIVE G0001 ***

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SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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]

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CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR/2008
2	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP/2007
3	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
4	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
5	52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	JAN/2013
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/2008
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	APR/2012
15	52.245-9	USE AND CHARGES	APR/2012
16	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
17	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
18	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
19	252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (52.204-7)	SEP/2007
20	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
21	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
22	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
23	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/2012
24	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993) -- ALTERNATE I (NOV 1995)	NOV/1995
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	DEC/2006
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

DoD Inspector General
Attn: Defense Hotline

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(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 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2012) - AUG/2012
ALTERNATE I (AUG 2012)

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the hourly rate for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the hourly rate attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. -1-

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractors managerial personnel; or

(ii) The conduct of one or more of the Contractors employees selected or retained by the Contractor after any of the Contractors managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

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(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractors obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

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

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

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

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: -2-; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payments.

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

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(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractors payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: -3-

(2) Indirect Costs (Material handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: -4-

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and

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material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment

(A) The original timecards (paper-based or electronic);

(B) The Contractors timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

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

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

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

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

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

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

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

(1) Termination for the Governments convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid

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an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractors records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.

The specification.

(t) Central Contractor Registration (CCR).

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

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(2)(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

35 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR NOV/2012
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:

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

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

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

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

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- ___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)(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)
- ___ (9) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).
- ___ (10) 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).
- ___ (11) [Reserved]
- ___ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- ___ (ii) Alternate I (Nov 2011) of 52.219-6.
- ___ (iii) Alternate II (Nov 2011) of 52.219-6.
- ___ (13)(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.
- ___ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- ___ (15)(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.
- ___ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ___ (17) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).
- ___ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (19)(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.
- ___ (20) 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).
- ___ (21) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (22) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f)
- ___ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012)(15 U.S.C. 632(a)(2)).
- ___ (24) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- ___ (25) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- ___ (26) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- ___ (27) 52.222-19, Child LaborCooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- ___ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

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- ___ (29) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- ___ (30) 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).
- ___ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)(29 U.S.C. 793).
- ___ (32) 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).
- ___ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ___ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (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.)
- ___ (35)(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.)
- ___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (37)(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.
- ___ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (39) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).
- ___ (40)(i) 52.225-3, Buy American Act Free Trade Agreements -- Israeli Trade Act (NOV 2012) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (MAR 2012) of 52.225-3.
- ___ (iii) Alternate II (MAR 2012) of 52.225-3.
- ___ (iv) Alternate III (NOV 2012) of 52.225-3.
- ___ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (42) 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).
- ___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).
- ___ (45) 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)).
- ___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (47) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- ___ (48) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- ___ (49) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).
- ___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- ___ (51)(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

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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:

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

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

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

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

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

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

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

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

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the 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).

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(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 (Jul 2012).

(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)

36	252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	NOV/2012
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(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 (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) ___ 252.203-7003, Agency Office of the Inspector General (APR 2012) (section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(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) (JUN 2012) (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 (JUN 2012) (41 U.S.C. 10a-10d, E.O. 10582).

(ii) ___ Alternate I (OCT 2011) 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 (JUN 2012) (10 U.S.C. 2533b).

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- (9) ___ 252.225-7012, Preference for Certain Domestic Commodities (Jun 2012) (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) ___ 252.225-7017, Photovoltaic Devices (NOV 2012) (Section 846 of Pub. L. 111-383).
- (13)(i) ___ 252.225-7021, Trade Agreements (NOV 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2011) of 252.225-7021.
- (iii) ___ Alternate II (OCT 2011) of 252.225-7021.
- (14) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (NOV 2012) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (JUN 2012) of 252.225-7036.
- (iii) ___ Alternate II (NOV 2012) of 252.225-7036.
- (iv) ___ Alternate III (JUN 2012) of 252.225-7036.
- (v) ___ Alternate IV (NOV 2012) of 252.225-7036.
- (vi) ___ Alternate V (NOV 2012) of 252.225-7036.
- (17) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) ___ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) ___ 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).
- (20) ___ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) ___ 252.227-7015, Technical Data--Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012) (10 U.S.C. 2321).
- (23) ___ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) ___ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (25) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (DEC 2010) (Section 1092 of Public Law 108-375).
- (26) ___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) ___ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).
- (28) ___ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (29)(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.

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(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 letter of authorization issued 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

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subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) 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

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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 Government's 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.

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(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 Contracting Officer Representative 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.

(1) 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 2310.2, Personnel Recovery.

(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,

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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)

38 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE MAR/2006
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)

39 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS JUL/2005
CONCERNS

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
 - (ii) Otherwise successful offers from small business concerns.

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(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concerns employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concerns employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

40 52.245-1 GOVERNMENT PROPERTY (DEVIATION -- DARS TRACKING # 2007-00012) JUN/2007
(a) Definitions. As used in this clause

Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Cannibalize means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives

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who have supervision or direction of

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location; or
- (3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing personal property.

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Surplus property means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management.

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

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(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an as-is condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts.

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as Government property), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

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(B) Title to all other material shall pass to and vest in the Government upon

- (1) Issuance of the material for use in contract performance;
- (2) Commencement of processing of the material or its use in contract performance; or
- (3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon

- (A) Issuance of the property for use in contract performance;
- (B) Commencement of processing of the property for use in contract performance; or
- (C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as Government property), are subject to the provisions of this clause.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

- (1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).
- (2) Quantity received (or fabricated), issued, and balance-on-hand.
- (3) Unit acquisition cost.
- (4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).
- (5) Unit of measure.
- (6) Accountable contract number or equivalent code designation.

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(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique Item Identifier (if available).

(5) Accountable Contract number.

(6) A statement indicating current or future need.

(7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

(8) All known interests in commingled property of which the Government property is a part.

(9) Cause and corrective action taken or to be taken to prevent recurrence.

(10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.

(11) Copies of all supporting documentation.

(12) Last known location.

(13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship

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responsibility for Government property when such property is

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis.

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

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(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

- (1) Any delay in delivery of Government-furnished property.
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use.
- (3) An increase, decrease, or substitution of Government-furnished property.
- (4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

- (1) Scrap to which the Government has obtained title under paragraph (e) of this clause.

(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

- (2) Predisposal requirements.

(i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority

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(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules.

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Mononuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its

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(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.

(End of clause)

42 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]

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LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	PRICE SCHEDULE SPREADSHEET	25-NOV-2008	002	DATA
Exhibit B	DD254	25-NOV-2008	002	DATA
Exhibit C	SPECIAL ITEM NUMBER (SIN) SERVICE DESCRIPTIONS	25-NOV-2008	005	DATA
Exhibit D	PERFORMANCE REVIEW REPORT CDRL	25-NOV-2008	001	DATA

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SECTION A - SUPPLEMENTAL INFORMATION

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

(a) Contract Number W56HZV-09-A-A910 is awarded to PD Systems.

(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 TACOM-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 TACOM-Warren to the ACO. Within one week of this award, any office not able to obtain attachments from TACOM's 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.

Buyer: Raena Swanson, raena.swanson@us.army.mil

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

[End of Clause]

ADDED/PUSH AS7040 52.201-4000 01-JAN-2006 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

CHANGED CA70009 952.222-0001 01-AUG-2011 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS,
(C3) AND WITHHOLDING OF EMPLOYEE PASSPORTS

(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.

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(End of clause)

ADDED CS7237 52.237-4000 01-DEC-2012 CONTRACTOR MANPOWER REPORTING (CMR)
(TACOM)

SECTION E - INSPECTION AND ACCEPTANCE

ADDED EF00006 52.246-4 01-AUG-1996 INSPECTION OF SERVICES--FIXED-PRICE

SECTION F - DELIVERIES OR PERFORMANCE

ADDED FF00002 52.242-15 01-AUG-1989 STOP-WORK ORDER

ADDED/PUSH FF00011 52.247-34 01-NOV-1991 F.O.B. DESTINATION

SECTION G - CONTRACT ADMINISTRATION DATA

CHANGED GS7006 252.204-0005 01-SEP-2009 PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE
(DFARS PGI) (DFAS) - Line Item Specific: by Cancellation Date

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

SECTION I - CONTRACT CLAUSES

ADDED IF00014 52.204-7 01-APR-2008 CENTRAL CONTRACTOR REGISTRATION

ADDED/PUSH IF00015 52.204-9 01-SEP-2007 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

ADDED/PUSH IF00023 52.209-6 01-SEP-2006 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

ADDED/PUSH IF00026 52.211-15 01-APR-2008 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS

ADDED IF00410 52.222-17 01-JAN-2013 NONDISPLACEMENT OF QUALIFIED WORKERS

ADDED/PUSH IF00149 52.228-3 01-APR-1984 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)

ADDED/PUSH IF00150 52.228-4 01-APR-1984 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS

ADDED IF00170 52.232-1 01-APR-1984 PAYMENTS

ADDED/PUSH IF00179 52.232-17 01-OCT-2008 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)

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ADDED/PUSH	IF00249	52.243-3	01-SEP-2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
ADDED/PUSH	IF00254	52.244-5	01-DEC-1996	COMPETITION IN SUBCONTRACTING
ADDED	IF00391	52.245-1	01-APR-2012	GOVERNMENT PROPERTY
CHANGED	IF00267	52.245-9	01-APR-2012	USE AND CHARGES
ADDED/PUSH	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/PUSH	IA00005	252.204-7002	01-DEC-1991	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED
ADDED/PUSH	IA00007	252.204-7004	01-SEP-2007	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (52.204-7)
ADDED/PUSH	IA00009	252.204-7006	01-OCT-2005	BILLING INSTRUCTIONS
ADDED/PUSH	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)
CHANGED	IA00044	252.223-7006	01-APR-2012	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS
ADDED/PUSH	IA00045	252.223-7006	01-NOV-1995	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993) -- ALTERNATE I (NOV 1995)
ADDED/PUSH	IA00070	252.225-7041	01-JUN-1997	CORRESPONDENCE IN ENGLISH
ADDED/PUSH	IA00098	252.228-7000	01-DEC-1991	REIMBURSEMENT FOR WAR-HAZARD LOSSES
ADDED/PUSH	IA00101	252.228-7003	01-DEC-1991	CAPTURE AND DETENTION
ADDED/PUSH	IA00122	252.233-7001	01-JUN-1997	CHOICE OF LAW (OVERSEAS)
ADDED/PUSH	IA00143	252.241-7001	01-DEC-1991	GOVERNMENT ACCESS
ADDED/PUSH	IA00152	252.246-7000	01-MAR-2008	MATERIAL INSPECTION AND RECEIVING REPORT
ADDED/PUSH	IA00163	252.249-7002	01-DEC-2006	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION
ADDED/PUSH	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:

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Poster(s) Obtain from

DoD Inspector General
Attn: Defense Hotline
400 Army Navy Drive
Washington D.C. 22202-2884

(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)

CHANGED IF60185 52.212-4 01-AUG-2012 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2012) -
ALTERNATE I (AUG 2012)

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the hourly rate for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the hourly rate attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. -1-

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

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(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractors managerial personnel; or

(ii) The conduct of one or more of the Contractors employees selected or retained by the Contractor after any of the Contractors managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractors obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

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

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

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

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: -2-; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays

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of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payments.

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

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(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: -3-

(2) Indirect Costs (Material handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: -4-

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the

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Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment

(A) The original timecards (paper-based or electronic);

(B) The Contractors timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

(viii) Upon receipt and approval of the invoice designated by the Contractor as the ``completion invoice'' and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

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

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

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

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

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

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

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

(l) Termination for the Governments convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractors records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments

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reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

DELETED	IF60011	52.212-5	01-FEB-2000	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2010) - ALTERNATE I (FEB 2000)
CHANGED	IF60010	52.212-5	01-NOV-2012	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:

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

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

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

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- ___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) 52.204-11, American Recovery and Reinvestment Act -- Reporting Requirements (JUL 2010) (Pub. L. 111-5).
- ___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).
- ___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).
- ___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)(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)
- ___ (9) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).
- ___ (10) 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).
- ___ (11) [Reserved]
- ___ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- ___ (ii) Alternate I (Nov 2011) of 52.219-6.
- ___ (iii) Alternate II (Nov 2011) of 52.219-6.
- ___ (13)(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.
- ___ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- ___ (15)(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.
- ___ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ___ (17) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).
- ___ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (19)(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.
- ___ (20) 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (Dec 2010)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (21) 52.219-26, Small Disadvantaged Business Participation Program Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (22) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f)
- ___ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012)(15 U.S.C. 632(a)(2)).
- ___ (24) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

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- ___ (25) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- ___ (26) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- ___ (27) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- ___ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ___ (29) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- ___ (30) 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).
- ___ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)(29 U.S.C. 793).
- ___ (32) 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).
- ___ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ___ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (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.)
- ___ (35)(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.)
- ___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (37)(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.
- ___ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (39) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).
- ___ (40)(i) 52.225-3, Buy American Act Free Trade Agreements -- Israeli Trade Act (NOV 2012) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (MAR 2012) of 52.225-3.
- ___ (iii) Alternate II (MAR 2012) of 52.225-3.
- ___ (iv) Alternate III (NOV 2012) of 52.225-3.
- ___ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (42) 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).
- ___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).
- ___ (45) 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)).
- ___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (47) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- ___ (48) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- ___ (49) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

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___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (51)(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:

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

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

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

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

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

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

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

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

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the 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]

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(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 (Jul 2012).

(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)

CHANGED IA60001 252.212-7001 01-NOV-2012 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS

(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 (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) ___ 252.203-7003, Agency Office of the Inspector General (APR 2012) (section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(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) (JUN 2012) (15 U.S.C. 637).

(5) ___ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JAN 2011) (15

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U.S.C. 637 note).

- (6)(i) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2012) (41 U.S.C. 10a-10d, E.O. 10582).
- (ii) ___ Alternate I (OCT 2011) 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 (JUN 2012) (10 U.S.C. 2533b).
- (9) ___ 252.225-7012, Preference for Certain Domestic Commodities (Jun 2012) (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) ___ 252.225-7017, Photovoltaic Devices (NOV 2012) (Section 846 of Pub. L. 111-383).
- (13)(i) ___ 252.225-7021, Trade Agreements (NOV 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2011) of 252.225-7021.
- (iii) ___ Alternate II (OCT 2011) of 252.225-7021.
- (14) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (NOV 2012) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (JUN 2012) of 252.225-7036.
- (iii) ___ Alternate II (NOV 2012) of 252.225-7036.
- (iv) ___ Alternate III (JUN 2012) of 252.225-7036.
- (v) ___ Alternate IV (NOV 2012) of 252.225-7036.
- (vi) ___ Alternate V (NOV 2012) of 252.225-7036.
- (17) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) ___ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) ___ 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).
- (20) ___ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) ___ 252.227-7015, Technical Data--Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012) (10 U.S.C. 2321).
- (23) ___ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) ___ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (25) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (DEC 2010) (Section 1092 of Public Law 108-375).
- (26) ___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) ___ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public

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Law 111-84).

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

(29)(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.

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

(31) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

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

(1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

AUTO/CHANGE IA60033 252.225-7040 01-JAN-2009 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES
DEPLOYED OUTSIDE THE UNITED STATES

(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

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(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 letter of authorization issued 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;

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(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.

(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;

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(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.

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(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 Contracting Officer Representative 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.

(1) 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.

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(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 2310.2, Personnel Recovery.

(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)

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/PUSH IF70017 52.219-4 01-JUL-2005 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS

ADDED/PUSH IF70037 52.245-1 01-JUN-2007 GOVERNMENT PROPERTY (DEVIATION -- DARS TRACKING # 2007-00012)

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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 2010-00014)

ADDED/PUSH IS7002 52.204-4009 01-MAR-2005 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

ADDED/PUSH KA00001 252.209-7001 01-JAN-2009 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST
COUNTRY

ADDED/PUSH KA00004 252.225-7042 01-APR-2003 AUTHORIZATION TO PERFORM

ADDED/PUSH KF70008 52.212-3 01-APR-2002 OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB
2009) - ALTERNATE I (APR 2002)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ADDED/PUSH LA00001 252.204-7001 01-AUG-1999 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING