

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4	<b>Page of Pages</b> 1 229
<b>2. Contract Number</b>	<b>3. Solicitation Number</b> W56HZV-14-R-0030	<b>4. Type of Solicitation</b> <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		<b>5. Date Issued</b>	<b>6. Requisition/Purchase Number</b> SEE SCHEDULE
<b>7. Issued By</b> U.S. ARMY CONTRACTING COMMAND CCTA-ASM-A WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b>		

**NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.**

**SOLICITATION**

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

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

<b>10. For Information Call:</b>	<b>A. Name</b> COREY L. RICHARDS	<b>B. Telephone (No Collect Calls)</b>		<b>C. E-mail Address</b> COREY.L.RICHARDS@US.ARMY.MIL
		<b>Area Code</b> (586)	<b>Number</b> 282-9668	<b>Ext.</b>

**11. Table Of Contents**

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**OFFER (Must be fully completed by offeror)**

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

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

<b>13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)</b>	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
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<b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</b>	<b>Amendment No.</b>	<b>Date</b>	<b>Amendment No.</b>	<b>Date</b>

<b>15A. Name and Address of Offeror</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>

<b>15B. Telephone Number</b>	<b>15C. Check if Remittance Address is</b>	<b>17. Signature</b>	<b>18. Offer Date</b>
<b>Area Code</b> <b>Number</b> <b>Ext.</b>	<input type="checkbox"/> Different From Above - Enter such Address In Schedule		

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>

<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )	<b>23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)</b>	<b>Item</b> 25
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<b>24. Administered By (If other than Item 7)</b>	<b>Code</b>	<b>25. Payment Will Be Made By</b>	<b>Code</b>

<b>26. Name of Contracting Officer (Type or Print)</b>	<b>27. United States Of America</b>  (Signature of Contracting Officer)	<b>28. Award Date</b>

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

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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PIIN/SIIN W56HZV-14-R-0030

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: COREY L. RICHARDS  
Buyer Office Symbol/Telephone Number: CCTA-ASM-A/(586)282-9668  
Type of Contract: Order Dependent  
Kind of Contract: Service Contracts

\*\*\* End of Narrative A000 \*\*\*

Note: FAR 52.215-3 Request for Information or Solicitation for Planning Purposes (Oct 1997)

(a) The Government does not intend to award a contract on the basis of this solicitation or to otherwise pay for the information solicited except as an allowable cost under other contracts as provided in subsection 31.205-18, Bid and proposal costs, of the Federal Acquisition Regulation.

(b) Although "proposal" and "offeror" are used in this Request for Information, your response will be treated as information only. It shall not be used as a proposal.

(c) This solicitation is issued in DRAFT form for planning purposes only. ACC-WRN intends to review and consider all feedback from Industry submitted in response to this DRAFT solicitation regarding the KBS contract suite against the TS3 Family of Contracts.

**A.1 BACKGROUND/DESCRIPTION OF THE ACTION**

The TACOM Strategic Service Solutions (TS3) Family of Contracts (FoC), estimated at \$3.2 billion, is intended to result in three distinct Requests for Proposals (RFPs) with three respective sets of multiple-award indefinite-delivery, indefinite-quantity (MA IDIQ) contracts (i.e. contract suites). Each RFP will cover services primarily from one portfolio group of services; however, there will be overlap in the scopes of the RFPs to permit an order with a preponderance of work in one portfolio group and ancillary services in one or both of the other portfolio groups needed as part of the total requirement.

Specific requirements under the MA IDIQ statement of work (SOW) of this contract suite, which primarily covers the Knowledge-Based Services (KBS) Portfolio Group, will primarily support the following customers: Program Executive Office (PEO) Combat Support & Combat Service Support (PEO CS&CSS); PEO Ground Combat Systems (PEO GCS); System of Systems Engineering & Integration (SoSE&I); Tank Automotive Research and Development Command (TARDEC); and the enterprise agencies of TACOM Life Cycle Management Command (LCMC).

**A.2 MINIMUM AND MAXIMUM QUANTITY OF SERVICES**

A.2.1 In accordance with (IAW) FAR 16.504(a)(4)(ii), the minimum quantity of services the Government will acquire under each MA IDIQ contract awarded under the KBS suite is \$1,600. The Government will satisfy this minimum quantity requirement at the time of MA IDIQ contract award through two data deliverable (i.e. report) requirements; one data deliverable shall be submitted six months after MA IDIQ contract award and the second data deliverable shall be submitted no-later-than (NLT) 12-months after MA IDIQ contract award. Reference Attachment 0001, "Data Deliverable Requirement to Satisfy Minimum Quantity."

A.2.2 In accordance with FAR 16.504(a)(4)(ii), the maximum quantity of services the Government will order against the KBS contract suite is \$1.8 billion.

**A.3 SCOPE OF THE MA IDIQ KBS CONTRACT SUITE**

The scope of the KBS MA IDIQ contract suite will allow for the procurement of KBS services, which primarily relates to tasks involving program and/or project management and administration, and the furnishing of professional advice or assistance, to include engineering and technical, logistics management, management support, and professional services.

**A.4 SOLICITATION STRUCTURE**

A.4.1 The contracting officer has selected North American Industry Classification System (NAICS) code 541330, Engineering Services Except Military and Aerospace Equipment and Military Weapons, for the KBS MA IDIQ solicitation and resultant contracts, as it encompasses the effort likely to account for the greatest percentage of contract value. This NAICS code, 541330, will also be used for all task orders (TOs) issued against the KBS contract suite.

A.4.2 Establishment of Two Pools at the MA IDIQ Contract Level

Each prime offeror proposing against the KBS contract suite will be classified as either a Small Business (SB) (and will therefore qualify for the restricted pool) or an Other-than-Small-Business (OTSB) (and will therefore qualify for the full and open pool) based on its self-certification of its size status for the NAICS code identified in paragraph A.4.1. The Government will evaluate the SB

**Name of Offeror or Contractor:**

offerors against SB offerors and the OTSB offerors against the OTSB offerors when making a determination of which offerors will be awarded a prime MA IDIQ contract.

**A.4.3 Establishment of Two Pools at the TO Level**

After the MA IDIQ contracts have been awarded, the Government will establish a list of restricted and full and open pool prime contractors based on each contractor's self-certification of its size status corresponding to the NAICS code identified in paragraph A.4.1. The restricted pool will be comprised of only the SB prime contractors. The full and open pool will be comprised of both SB and OTSB prime contractors.

In accordance with 13 CFR 121.404(a)(1)(i), the prime offeror's size status will be "determined at the time of initial offer (or other formal response to a solicitation), which includes price, for a Multiple Award Contract based upon the size standard set forth in the solicitation for the Multiple Award Contract..." Therefore, "if a business is small at the time of offer for the Multiple Award Contract, it is small for each order issued against the contract, unless the Contracting Officer requests a new size certification in connection with a specific order." The contracting officer reserves the right to request a size certification in connection with a specific order issued against the KBS contract suite.

**A.4.4 System for Award Management (SAM), Size Standards, and NAICS Codes**

Each prime offeror shall self-certify in SAM for the corresponding NAICS code identified in paragraph A.4.1 prior to submitting a proposal against the KBS contract suite. Failure to register in SAM may preclude an award being made to your company. If the prime offeror is a joint venture, each concern in the joint venture should self-certify in SAM for the corresponding NAICS code identified in paragraph A.4.1. Offerors should be aware of how U.S. SB concerns are defined in FAR Part 19 and DFARS Part 19, as well as be familiar with 13 CFR 121, Small Business Size Regulations.

For a joint venture prime offeror to be considered a SB for the MA IDIQ award, ALL concerns in the joint venture, whether they are considered primes or first-tier subcontractors shall meet the size standard for the NAICS code identified in paragraph A.4.1.

For a Mentor-Protege joint venture to be considered a SB for the MA IDIQ award, the Protege shall meet the size standard for the primary NAICS code.

**A.5 NUMBER OF PRIME MA IDIQ CONTRACT AWARDS ANTICIPATED**

The Government intends to award approximately 13 IDIQ contracts between the SB and OTSB prime contractors (approximately eight and five, respectively), as a result of this solicitation. However, the Government reserves the right to award more or less than 13 IDIQ contracts (thus, more or less than eight IDIQ contracts to SBs and five IDIQ contracts to OTSBs).

**A.6 KBS CONTRACT SUITE ORDERING PERIOD**

The ordering period for the KBS contract suite will be five years from the date of the IDIQ awards.

**A.7 TO PERIOD OF PERFORMANCE (PoP)**

Each solicited and awarded TO will define its own specific performance period. However, the Government anticipates that each TO will have up to a three-year PoP.

**A.8 TO AWARDS**

A.8.1 The fair opportunity provisions within FAR 16.505(b) will apply to all TOs issued against the KBS contract suite throughout the five-year ordering period, unless an exception exists IAW FAR 16.505(b)(2).

A.8.2 The labor categories and their respective ceiling prices proposed within the KBS Pricing Labor Matrix (Attachment 0002) will be part of the awarded IDIQ contract and shall be used to propose labor rates at the TO level. Additional labor categories that are not listed in the KBS Pricing Labor Matrix (Attachment 0002) may be added at the TO level as long as the rates proposed for said labor categories are commensurate with the pricing methodology used by the contractor to establish the labor rates for the labor categories contained within the KBS Pricing Labor Matrix (Attachment 0002).

A.8.3 The Government will establish evaluation criterion, tailored to the individual requirement, for all TOs solicited against the KBS contract suite.

A.8.4 The Government intends to solicit, negotiate, and award KBS TOs on a bilateral basis; however, the Government reserves the right to unilaterally award TOs subject to the terms and conditions of the contract and shall be considered accepted by the contractor unless rejected in writing within three business days after issuance.

**A.9 SMALL BUSINESS PARTICIPATION**

Name of Offeror or Contractor:

A.9.1 The TS3 FoC will not be used to award TO requirements valued below the simplified acquisition threshold (SAT).

A.9.2 All competitive TOs will be set aside for competition among the restricted pool prime contractors whenever the estimated value of the TO is greater than or equal to the SAT and less than or equal to \$3 million per year. Depending on the pool of SB prime IDIQ contractors, SB set-asides may be reviewed for opportunities to further set aside the requirements for specific categories of SBs.

A.9.3 TOs estimated above \$3 million per year may be solicited to the full and open pool; however, they may be set aside for the restricted pool prime contractors at the discretion of the contracting officer IAW FAR 19.502-4(c). OTSB prime contractors are only permitted to submit a TO proposal when the TO is solicited to the full and open pool; however, SB prime contractors are permitted to submit a TO proposal whenever the TO is solicited on a competitive basis to the restricted pool or full and open pool, unless an exception to fair opportunity, IAW FAR 16.505(b)(2), exists.

A.9.4 At the TO level, if a requirement is solicited solely to the restricted pool prime contractors, the requirements set forth in FAR Clause 52.219-14, Limitations on Subcontracting, shall be followed.

A.10 SOURCE SELECTION PROCESS

The evaluation of proposals submitted in response to the KBS MA IDIQ solicitation will be conducted on a Best Value basis using source selection tradeoff procedures IAW FAR Subpart 15.3.

Section K of this solicitation includes representations, certifications, and other statements of offerors. Section L of this solicitation provides information and instructions for each offeror to prepare its proposal. Section M describes how proposals will be evaluated for possible award. Sections K, L and M will not become a part of the awarded MA IDIQ contracts. It is important to understand the distinction between the solicitation, proposal preparation, evaluation, and award process for both the IDIQ and TO level.

The Government will evaluate all offerors responding to the KBS MA IDIQ solicitation using, among other criterion, a representative (i.e., live) TO. This representative TO is intended to be demonstrative of the type of service requirement that may be executed under this contract suite in the future.

A.11 ADEQUACY OF ACCOUNTING SYSTEM

In order to be considered for award of a cost-type contract, the offeror shall provide evidence that it has adequate financial management and fund tracking procedures to accommodate a cost-type contract. This evidence may include a letter from either the Defense Contract Management Agency (DCMA) or the Defense Contract Audit Agency (DCAA) or a Certified Public Accountant that states that the offeror has an acceptable accounting system for this type of contract.

A.12 INCONSISTENCIES BETWEEN THE EXECUTIVE SUMMARY AND THE OTHER SECTIONS OF THE SOLICITATION

This executive summary has been prepared as an aid to potential offerors. Every attempt was made to accurately reflect the requirements and information contained in the balance of this solicitation. If, however, you find any inconsistency between this executive summary and the other sections of the solicitation, the other sections of the solicitation take precedence. Please email the official TS3 mailbox (mailto:usarmy.detroit.acc.mbx.wrn-ts3@mail.mil) with any inconsistencies noted.

\*\*\* END OF NARRATIVE A0001 \*\*\*

Regulatory Cite	Title	Date
A-1 52.204-4016	WARREN ELECTRONIC CONTRACTING	MAR/2013

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (https://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.

(c) Unless directed to do otherwise in Section L of this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see https://contracting.tacom.army.mil/acqinfo/ebidnotice.htm.

**Name of Offeror or Contractor:**

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:

[https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr=W56HZV14R0030](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV14R0030)

(3) If you found the solicitation by searching on ASFI, you can start the online bidding process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI BRS by going to <https://acquisition.army.mil/asfi/> and clicking on the Contracting Opportunities Search to find the solicitation.

(4) Once in the ASFI BRS, you will be asked to enter basic information and will then be directed to upload one or more files containing your offer and information required by the solicitation.

(5) You will receive a confirmation of your bid upon completion of the bid submission process.

(6) You can find detailed BRS user instructions on the ASFI website at [https://acquisition.army.mil/asfi/BRS\\_guide.doc](https://acquisition.army.mil/asfi/BRS_guide.doc).

(e) Note to offerors:

Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the Army Contracting Command - Warren (DTA), Michigan. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

It is the offeror's responsibility to assure their proposal is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government infrastructure (in this case, received through ASFI) by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.

Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned to submit their proposals allowing adequate time for submission.

Solicitations may remain posted on the AFSA Open Solicitation Web page after the solicitation closes. Even though the system will allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award. If you are responding to a Request for Proposal, your offer will not be considered if it is submitted after the closing date and time unless one of the exceptions is met at FAR 15.208(b). If you are responding to a Request for Quotation, your quote may be considered if it is received after the closing date, and it will not unduly delay award.

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards and modifications posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release in the base contract or contract modifications, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(g) If you have questions or need help using ProcNet, call our E-commerce Contracting Help Desk at (586) 282-7059, or send an email to [usarmy.detroit.aoc.mbx.wrn-web-page-request@mail.mil](mailto:usarmy.detroit.aoc.mbx.wrn-web-page-request@mail.mil). If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx> to find a location near you.

End of Provision

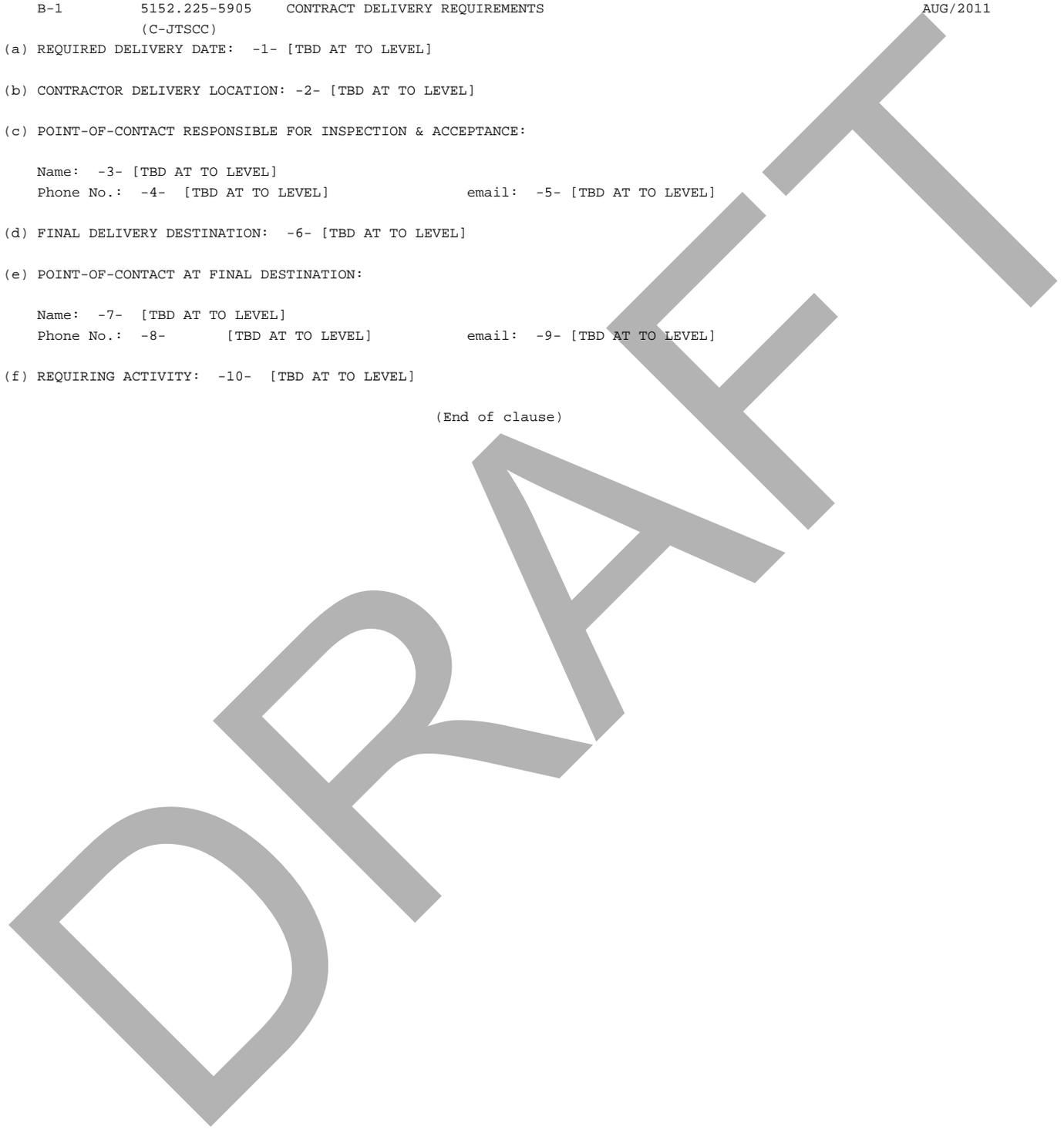


Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>NOTE: The following CLINs are for proposal purposes only; CLIN pricing is not required in Section B of this solicitation.</p> <p>(End of narrative A001)</p> <p><u>SERVICES</u></p> <p>SERVICE REQUESTED: SECTION C REQUIREMENTS</p> <p>Each individual task order placed against the KBS contract suite will establish its own CLIN structure, specific to the individual requirement.</p> <p><u>Duration of Ordering Years:</u></p> <p>First ordering year of the contract is the date of award plus 364 days.</p> <p>Second ordering year of the contract is 365 days through 729 days after contract award.</p> <p>Third ordering year of the contract is 730 days through 1,094 days after contract award.</p> <p>Fourth ordering year of the contract is 1,095 days through 1,459 days after contract award.</p> <p>Fifth ordering year of the contract is 1,460 days through 1,824 days after contract award.</p> <p>NOTE: THE LABOR RATES PROPOSED FOR AN INDIVIDUAL TASK ORDER SHALL BE REFLECTIVE OF THE LABOR RATE CORRESPONDING TO THE ORDERING YEAR IN WHICH THE SERVICES SHALL BE PERFORMED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> </tr> <tr> <td>001</td> <td>1</td> </tr> <tr> <td></td> <td><u>DATE</u></td> </tr> <tr> <td></td> <td>30-JAN-2020</td> </tr> </table>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	1		<u>DATE</u>		30-JAN-2020	1	LO		\$ ** NSP **
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	30-JAN-2020														

**Name of Offeror or Contractor:**

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1 5152.225-5905 (C-JTSCC)	CONTRACT DELIVERY REQUIREMENTS	AUG/2011
(a) REQUIRED DELIVERY DATE: -1- [TBD AT TO LEVEL]		
(b) CONTRACTOR DELIVERY LOCATION: -2- [TBD AT TO LEVEL]		
(c) POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE:		
Name: -3- [TBD AT TO LEVEL]		
Phone No.: -4- [TBD AT TO LEVEL]	email: -5- [TBD AT TO LEVEL]	
(d) FINAL DELIVERY DESTINATION: -6- [TBD AT TO LEVEL]		
(e) POINT-OF-CONTACT AT FINAL DESTINATION:		
Name: -7- [TBD AT TO LEVEL]		
Phone No.: -8- [TBD AT TO LEVEL]	email: -9- [TBD AT TO LEVEL]	
(f) REQUIRING ACTIVITY: -10- [TBD AT TO LEVEL]		
	(End of clause)	



**Name of Offeror or Contractor:**

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Statement of Work (SOW) for  
Knowledge Based Services (KBS)

C.1 Scope: This KBS SOW is intended for Task Order (TO) requirements that call for the Contractor to directly perform work that involves program or project management and administration, the furnishing of professional advice or assistance, to include Engineering and Technical Services, Logistics Management Services, Management Support Services and Professional Services. The SOW is not intended to cover enterprise level Information Technology (IT) services identified under the KBS Portfolio Group. Programmatic, technical, or functional support of IT services may be procured, subject to the requirement being specified in the individual TO.

C.1.2 Customers: The purpose of the TS3 effort is for the Contractors to perform the services specified by individual TO issued hereunder, to satisfy the requirements of various Government customers that may include one or more of the following: the Program Executive Offices for Combat Support & Combat Service Support (PEO CS&CSS) and Ground Combat Systems (PEO GCS) and their assigned Project, Product and Program Managers, System of Systems Engineering and Integration (SoSE&I), US Army Tank-Automotive Research, Development and Engineering Center (TARDEC), Integrated Logistics Support Center (ILSC), Program Manager Light Armored Vehicles (PM LAV) and the US Army Tank-automotive and Armaments Command (TACOM) to include its depots and arsenals.

C.1.3 New Customers, Missions and Projects: This SOW is intended to apply to the requirements of the current TS3 customers listed above or any renamed, reorganized, or successor TS3 customer organizations(s), as well as any new missions, initiatives or projects assigned to those organizations and any element of the TACOM Life Cycle Management Command (LCMC).

C.2 Applicable Documents: Performance may be required IAW any of the documents listed in Section C.2.1 and C.2.2. The specific sections of the applicable document will be specified in the individual TO. Contractors shall be responsible for the most recent version of the regulations, standards, handbooks, specifications, and other Government publications unless otherwise specified in the individual TO.

C.2.1 Specifications, Standards and Handbooks

Army Regulation (AR) 715-9 (Operational Contract Support Planning and Management)

AR 25-1 (Army Information Technology)

AR 700-127 (Integrated Logistics Support)

AR 602-2 (Manpower and Personnel Integration (MANPRINT) in the System Acquisition Process)

Department of the Army Pamphlet (DA PAM) 73-1 (Test and Evaluation in Support of Systems Acquisition), Section 6-57 (System Support Package)

DA PAM 700-32 (Packaging of Army Materiel)

Military Handbook (MIL-HDBK) 759B (Human Factors Engineering Design for Army Materiel)

MIL-HDBK 61A(SE) (Configuration Management Guidance)

MIL-HDBK 502 (Product Support Analysis)

Military Standard (MIL-STD) 1472D (Human Engineering, Design Criteria for Military Systems, Equipment, and Facilities)

MIL-STD 882D (System Safety: Environment, Safety, and Occupational Health, Risk Management Methodology for Systems Engineering)

MIL-STD 3046 (Configuration Management)

MIL-STD 2073 (Standard Practice for Military Packaging)

MIL-STD 130 (Identification Marking of U.S. Military Property)

International Organization for Standardization (ISO) 9000 and ISO 9001 (Quality Management)

ISO 12207 (Software Life Cycle Processes)

Institute of Electrical and Electronics Engineers (IEEE)/EIA 12207 (Standard for Information Technology Software Life Cycle Processes)

Department of Defense Instruction (DoDI) 5000.02 (Interim, dated 25 November 2013) (Operation of the Defense Acquisition System)

**Name of Offeror or Contractor:**

Department of Defense Architecture Framework (DoDAF) Version 2.02 (<http://dodcio.defense.gov/dodaf20.aspx>)

American Society of Mechanical Engineers (ASME) Y14.100 (Engineering Drawing Practices)

ASME Y14.5-2009 (Dimensioning and Tolerancing: Engineering Drawing and Related Documentation Practices)

ASME Y14.41 (Digital Product Definition Data Practices)

Electronic Industries Alliance (EIA) 649 (National Consensus Standard for Configuration Management)

DoD Directive 8500.01E (Information Assurance)

DoD Directive 5220.22-M (National Industrial Security Program Operating Manual)

**C.2.2 Other Government Documents, Drawings and Publications**

Federal Acquisition Regulation (FAR) Subpart 9.5 (Organizational and Consultant Conflicts of Interest)

Defense Federal Acquisition Regulation Supplement (DFARS) Subpart 201.602-2(2) (Responsibilities)

Section 508 of the Rehabilitation Act (29 U.S.C. 794d) (as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998 (<http://www.section508.gov/>))

Defense Logistics Agency (DLA) Form 339 (Request for Engineering Support)

Department of Defense (DD) Form 314 (Preventative Maintenance Schedule and Record)

Department of Army (DA) Form 2408-5 (Equipment Modification Record)

DA Form 2408-9 (Equipment Control Record)

DA Form 2408-14 (Uncorrected Fault Record)

DA Form 2408-20 (Oil Analysis Log)

DA Form 2409 (Equipment Maintenance Log)

DA Form 2404 (Equipment Inspection and Maintenance Worksheet)

**C.3 General Requirements**

**C.3.1 Work Authorization:** All work for each TO awarded hereunder shall be performed to the extent authorized and funded by the individual TO, signed by a Government Procuring Contracting Officer (PCO).

**C.3.2 Concurrency:** The Contractor may be called upon to provide simultaneous support to multiple TS3 customers to meet competing priorities.

**C.3.3 Duplication of Effort:** The Contractor shall not duplicate or otherwise provide efforts in accordance with (IAW) TOs issued hereunder that are required to be performed under any other TS3 TO awarded to the Contractor. The Contractor shall notify the PCO and Contracting Officers Representative (COR) at the TO solicitation phase if the effort is similar to, or a duplication of, existing work the Contractor is already performing under TS3.

**C.3.4 Performance Work Statement (PWS):** Each TO awarded hereunder shall include a PWS with specific requirements, performance objectives, standards of performance, incentives and management controls.

**C.3.4.1 Contractor Prepared Performance Work Statement (PWS):** In the event a Contractor prepares, or assists in preparing, a PWS to be used in competitively acquiring a system or services, the Contractor shall comply with the requirements of FAR Subpart 9.5. Failure to comply may result in the Contractor not being able to compete on the TO.

**C.3.5 Limitations:** This SOW and the specific PWSs for TOs awarded hereunder shall not be construed to require the performance of services that are considered inherently governmental or close to inherently governmental.

**C.3.6 Contractor Personnel:** Contractor personnel providing services hereunder are employees of the Contractor and are under its sole administrative control and supervision. Accordingly, the Contractor shall select, assign, and provide direction to its employees performing services under all TOs awarded hereunder. The Government will not exercise any supervision or control over the Contractor's

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employees in their performance of services.

C.3.7 Contractor Personnel Qualifications: The Contractor shall utilize employees capable of achieving the requirements IAW the Labor Matrix specified at the TO level. All Contractor personnel assigned to perform work hereunder shall meet the minimum qualifications as specified in the Labor Matrix at the TO level.

C.3.8 Period of Performance: Each individual TO awarded hereunder will specify a period of performance or schedule. TOs may be in support of missions during peace time, contingency operations and war. TOs may be on a full-time, part-time, or project-related basis.

C.3.9 Performance Locations: The Contractor may be required to perform services stated hereunder off-site. Off-site may be a Contractor's home or branch office or any facility/location utilized by the Contractor which is not under the control of a Government agency. The Contractor may be required to perform services stated hereunder on-site. On-site may be any U.S. Government base or installation or other Contractor facility within the Continental United States (CONUS) or Outside the Continental United States (OCONUS). Each individual TO awarded hereunder will specify the specific location(s) for the performance of the service(s).

C.3.9.1 Travel: Each individual TO awarded hereunder may require travel within CONUS of Contractor personnel IAW with the Joint Travel Regulations (JTR).

C.3.9.2 Deploying Personnel: Each individual TO awarded hereunder may require deployment of Contractor personnel OCONUS. TOs requiring deployment will include pertinent details regarding, and requirements for, Contractors to deploy. Deployable personnel shall meet the requirements specified in AR 715-9.

C.3.10 Contracting Officers Representatives (COR): Each individual TO awarded hereunder will have a PCO appointed COR IAW DFARS Subpart 201.602-2. The Contractor shall direct communications on TO technical matters to the PCO appointed COR.

C.3.11 Contractor Management Focal Point: The Contractor shall establish a single management focal point and maintain a supporting program management system tailored to accomplish the administrative, management, security, quality control, technical, and financial requirements associated with each individual TO awarded hereunder.

C.3.12 Quality Assurance Surveillance Plan (QASP): Each individual TO awarded hereunder will have a QASP that contains the performance metrics the Government will evaluate to ensure the quality of service(s) provided is acceptable. The Contractor shall perform IAW the performance metrics set forth in the QASP at the TO level.

C.3.13 Quality Assurance Program: The Contractor shall establish and maintain a quality assurance program governing performance of all TOs awarded hereunder for identifying and correcting deficiencies in the quality of services. The Contractor shall ensure that an auditable quality assurance process commensurate with the scope and content of the requirements of each TO, and that the associated QASP is documented and followed to make sure the service provided is acceptable. The Contractor shall employ its certified quality management system (ISO 9000 or ISO 9001) to the extent the system applies and is specified in the individual TO.

C.3.14 Non-Disclosure Agreements (NDA): An NDA for Contractor employees may be required at the TO level.

C.3.15 Meetings: The Contractor shall attend, participate in, or conduct meetings when requested by the Government IAW individual TOs awarded hereunder.

C.3.16 Deliverables: The Contractor shall submit deliverables IAW TOs awarded hereunder.

C.3.17 Reports: The Contractor shall submit reports IAW TOs awarded hereunder.

C.3.18 Information Assurance (IA) User Awareness Training: All Contractor personnel whose work under any individual TOs awarded hereunder requires them to access any DoD-owned or Contractor-owned computing resource processing Army information shall complete initial information awareness orientation or training as a condition of being granted access to those resources. Each user must complete refresher training thereafter on an annual basis. This applies to access to all computer systems (stand-alone or networked; in a classroom, office, vehicle, tent, foxhole, or portable setting) and applies to all classification levels from UNCLASSIFIED through Top Secret Compartmented information.

C.3.19 Computer Software Compatibility: In performing the requirements of individual TOs awarded hereunder, the Contractor shall use computer software compatible with the hardware and software specified in the TOs, unless otherwise specified in the individual TO.

C.3.20 Access to Contractor Data: As requested by the PCO, the Contractor shall provide access at its worksite, during normal business hours, to records and data generated in the course of performing an individual TO. The Government will have retention rights to all data (e.g. hard copy and computer files generated under the applicable TO, and all underlying data and files) as well as plans, reports, assessments, software programs, technical reports, quality procedures, and analyses, unless otherwise specified in an individual TO.

C.4 Specific Requirements: The Contractor shall perform work that may involve the following, whether singly or in combination as specified in individual TOs as long as such performance does not result in an Organizational Conflict of Interest (OCI).

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C.4.1 Science, Technology, Engineering and Integration: The Contractor shall identify, develop, and evaluate technologies and provide engineering services which may occur in any phase of the acquisition lifecycle. The Contractor shall provide systems engineering and integration services that bring together technologies, hardware, vehicle systems, weapon systems, and software into products that satisfy operational needs or user requirements.

C.4.1.1 Science and Technology (S&T)

C.4.1.1.1 Research, Development, Test, and Evaluation (RDT&E) Plans: The Contractor may include the development of RDT&E plans in order to identify new technologies, ideas, and concepts to address emerging requirements. Each RDT&E plan shall provide a roadmap that shall be used to guide the research or development effort.

C.4.1.1.2 Emerging Technologies: The Contractor shall monitor and assess relevant state-of-the-art technological innovations (emerging technologies) and make recommendations regarding technology development opportunities for current and future systems. The Contractor shall inform the Government of any identified technological opportunities to include recommendations for further analysis and suggested applications. This effort shall include identification and analysis of any possible shared technology opportunities.

C.4.1.1.3 Science & Technology (S&T) Expertise: The Contractor shall provide technical expertise in the review of all areas of current and emerging policy and guidance, program implementation, documents, and reports relating to technology development and applications.

C.4.1.2 Systems Engineering: As required by the Interim DoDI 5000.02.

C.4.1.2.1 Systems Engineering Plan (SEP): As specified in the individual TO, the Contractor shall develop and implement a SEP that shall capture the required steps to manage the system during its life cycle phases.

C.4.1.2.1.1 Materiel Solution Analysis Phase: The Contractor shall provide engineering services for concept-refinement-phase-specific processes and activities, to include the support technology development strategy, that requires review, update, or execution of the following:

- a) Science and technology information;
- b) Cost, schedule and performance goals;
- c) Exit criteria for technology demonstration;
- d) Technology readiness level assessments and roadmaps;
- e) Preparation of test and evaluation strategy and test plans;
- f) Applied research activities;
- g) Lifecycle logistics functions, IAW standards and regulations identified in the TO to include training plans, manpower estimates, Human System Integration (HSI) strategy, repair analysis, assessments for special sets/kits/tools/outfits, special test, measurement, and diagnostic equipment, Hazardous Material (HAZMAT) impact, environmental, occupational health evaluation and Chemical, Biological, Radiological and High Yield Explosive (CBRNE);
- h) IT hardware or software, IAW standards and regulations identified in the TO and AR 25-1, to include the following: global information grid architecture, net-centric data sharing plans and architecture, spectrum supportability, and electromagnetic effects;
- i) Program management activities, to include recommendations for technical and administrative support for program reviews, milestone decision events, cost/benefits analysis, cost estimating, industrial capability, competition analysis, and development and update of the SEP; and
- j) War fighter material needs analysis.

C.4.1.2.1.2 Technology Development Phase: The Contractor shall provide engineering services for technology-development-phase-specific processes and activities, to include the following:

- a) Test, Evaluation, and Demonstration activities, to include the following: development of the Test and Evaluation Master Plan (TEMP), engineering support for operational assessments and Live Fire Test and Evaluations (LFT&E), to include, component and system-level testing;
- b) Advanced technology demonstrations and outcome-based performance measures;
- c) Lifecycle logistics functions, to include the following: training plans, human systems integration portion of MANPRINT, manpower estimates, systems support and maintenance objectives and requirements, interoperability;

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d) IT and IA activities, to include the following: net-ready Key Performance Parameters (KPP), integrated architectures, global information grid KPPs, information support plan, and IA acquisition strategy;

e) DoD Information Assurance Certification and Accreditation Process (DIACAP) support, to include the following: spectrum support, Electromagnetic Environmental Effects (E3), Command, Control, Communications, Computers and Intelligence Support Plan (C4ISP) and Command, Control, Communications, Computers, Coalition Intelligence, Surveillance, and Reconnaissance (C5ISR);

f) Support acquisition and technology activities to include the following: acquisition strategy, system performance specification development, Capability Development Document (CDD) development, system threat assessment, economic analysis, life cycle cost estimating, Programmatic Environment Safety and Occupational Health Evaluation (PESHE), and assure Business Modernization Management Program (BMMP) compliance; and

g) Program management activities to include the following: technical and administrative support for program reviews, milestone decision events, cost/benefits analysis, cost estimating, industrial capability and competition analysis, and development and update of the SEP.

C.4.1.2.1.3 Engineering and Manufacturing Development (EMD) Phase: The Contractor shall provide engineering services for EMD phase-specific processes and activities, to include the following:

a) Test, evaluation, and demonstration activities to include the following: test plan preparation, TEMP updates, operational assessment, LFT&E, developmental test and evaluation, technical support and interpretation of results of Operational Test and Evaluation (OT&E);

b) Lifecycle logistics activities to include the following: performance based logistics, unique item identification, training plans, human systems integration strategy, manpower estimates, interoperability, product support plan and capability, and review special kits, outfits, sets, tools, test, measurement and diagnostic equipment;

c) IT and IA activities to include the following: net-ready KPPs, integrated architectures, global information grid KPPs, information support plan updates, metadata management, develop and evaluate IA solutions and update IA strategy, support of DIACAP, and other applicable processes, spectrum certification compliance, E3, and net centric requirements;

d) Technology activities to include the following: develop prototypes and engineering models, review and update designated science and technology information, perform technology readiness assessments, assess production readiness levels and manufacturing readiness levels, review security classification guide, counterintelligence support plan, system threat assessment, updates to the integrated architecture and supporting views, support the type of classification and materiel release processes, updates to the Capability Production Document (CPD), PESHE, and assure BMMP compliance;

e) Program management activities to include the following: technical and administrative support for program reviews, milestone decision events, cost/benefits analysis, cost estimating, industrial capability and competition analysis, and development and update of the SEP.

C.4.1.2.1.4 Production and Deployment Phase: The Contractor shall provide engineering and data architecture analyses, design and testing services, and integration and interoperability services to include tear down, inspection, and recommended fixes. This work may include tasks such as the following: failure analysis, engineering design review for life cycle cost reductions, and product-change analysis of components and end items. The Contractor may provide component and vehicle testing, design analysis, design layout and simulation, prototype build and delivery of recommended design changes to the Government. The Contractor shall provide engineering services for production and deployment phase-specific processes and activities to include the following:

a) Test and evaluation activities to include the following: Initial Operational Test and Evaluation (IOT&E) technical support and execution, LFT&E execution and report, Production Verification Testing (PVT) and First Article Testing (FAT) technical support, high altitude electromagnetic pulse testing, and TEMP execution and assessment;

b) Lifecycle logistics activities to include the following: performance based logistics, unique item identification, human systems integration, manpower estimates, interoperability certification, and review of special kits, outfits, sets, tools, support equipment and test, measurement and diagnostic equipment;

c) IT and IA activities to include the following: economic analysis for Major Automated Information System (MAIS), Clinger-Cohen Act (CCA) compliance, net-ready KPPs, integrated architectures, global information grid KPPs, information support plan updates and support IA strategy and certification;

d) Technical advice for specified acquisition and production activities to include the following: Initial Operational Capability (IOC) and Full Rate Production (FRP) decisions, beyond Low Rate Initial Production (LRIP) report, acquisition program baseline development, Physical Configuration Audit (PCA), production baseline, review and update designated science and technology information, review security classification guide, counterintelligence support plan, system threat assessment, provide technical advice for the type of classification and materiel release processes, PESHE, and assure BMMP compliance;

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e) Program management activities to include the following: technical and administrative support for program reviews, milestone decision events, cost/benefits analysis, cost estimating, industrial capability and competition analysis, and development and update of the SEP; and

f) Fabrication and assembly of initial fielding quantities of product upgrade kits or field fixes, such as Capability Sets. This work may include the transportation of such hardware upgrades or kits to designed field locations and its installation or integration into fielded military vehicles or systems.

C.4.1.2.1.5 Operations and Support Phase: The Contractor shall provide engineering services for operations phase-specific processes and activities to include the following:

a) Test and Evaluation activities to include the following: Follow on Test and Evaluation (FOT&E) planning and execution, preparation and execution of test plans for new components and systems to include lab and vehicle performance and durability testing;

b) Lifecycle logistics activities to include the following: performance based logistics, unique item identification, technical manuals, human systems integration, and special kits, outfits, sets, tools, test, measurement and diagnostic equipment;

c) IT and IA activities to include the following: monitoring of system changes to determine impact on spectrum supportability and E3; continued life cycle compliance with the information support plan, to include updates for each major weapon system upgrade, interoperability requirements certification, and the information technology and national security system interoperability certification; and support continued life cycle compliance with information assurance certification and accreditation;

d) Fielded system sustainment activities to include the following: technology insertion, systems integration, modification kit development and implementation, value engineering, Operations & Support Cost Reduction (OSCR) initiatives, resolve spare parts technical and obsolescence issues, support industrial base, qualify additional spare parts sources, investigate and resolve fielded vehicle performance, safety, and reliability issues, perform root cause analysis and failure analysis, develop, fabricate, and test solutions, develop Modification Work Orders (MWO), update and validate Technical Data Packages (TDP), provide technical input and support to RESET/RECAP programs, maintenance, overhaul, rebuild and develop systems modernization plans; and

e) Support program management activities including technical and administrative support for program reviews, milestone decision events, cost/benefits analysis, cost estimating, industrial capability/competition analysis, and development and update of the SEP.

C.4.1.2.1.6 Demilitarization and Removal from Service: The Contractor shall provide engineering services for demilitarization and disposal activities as specified in the individual TO.

C.4.1.2.2: Design Engineering: The Contractor shall provide systems engineering services for design activities, to include the following: recommending requirements development, logical analysis, design solutions at specified levels of the system and subsequently apply it to the physical, logical and operational architectures at each phase of the life cycle IAW DoDAF Version 2.02. The Contractor shall ensure traceability to user defined capabilities as defined by the Joint Capabilities Integration and Development System (JCIDS) process (Initial Capabilities Document, Capabilities Decision Document, and CPDs. The Contractor shall ensure that open system architecture and principles are applied to reduce life cycle and sustainment costs and development cycle time.

a) Requirements Development - Requirement Gathering: The Contractor shall verify user needs and requirements and translate them in to technical requirements. The Contractor shall verify requirements, to include the following: decomposition, translation, analysis, verification and traceability. The Contractor shall identify, document and analyze capability gaps which may require materiel solutions. The Contractor shall provide engineering expertise in the definition and refinement of system, subsystem, and lower level functional and performance requirements, interfaces and related interface control documents. The Contractor shall gather operational needs and constraints, system attributes, and performance parameters. The Contractor shall consider affordability, schedule and technical constraints. The Contractor shall assess whether requirements traceable from the user are feasible and effective, and ensure that these requirements are updated as more information is learned throughout the product system development lifecycle. The Contractor shall support development of Analysis of Alternatives (AoA) by analyzing existing commercial or non-developmental items to determine if items meet user requirements.

b) Logical Analysis: The Contractor shall obtain sets of logical solutions and clarify defined requirements and their functional, behavioral, and temporal relationship to include the following:

i) Define the derived technical requirements for the system design and allocate performance parameters and constraints;

ii) Perform functional analysis, behavioral analysis, timeline analysis, object-oriented analysis, data-flow analysis, structured analysis, state flow and state machines;

iii) Partition a system of cohesive logical groupings into interchangeable and adaptable elements to enable ease of change and technology insertion to minimize system complexity;

iv) Define external interfaces, interoperability, and key system (within and with-out) interface definitions, interface standards,

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protocols, and data interchange language and standards;

v) Utilize commercial standards when available and support the development of new standards, which may subsequently be adopted and maintained by recognized standards organizations;

vi) Develop the functional architecture, functions and sequences of the system tasks, activities, and states and modes; and

vii) Develop a functional picture of the system, which details the complete set of functions to be performed along with the relationships between the functions.

C.4.1.2.3 Design Solution Realization Process: The Contractor shall provide systems engineering services to develop innovative design solutions. The design solutions shall be consistent with the design-to or build-to specifications validating that the design satisfies requirement expectations, as specified in the individual TO. The Contractor shall execute the technical approach in an Integrated Master Schedule (IMS) and Integrated Master Plan (IMP) or similar proposed plan. The design solutions shall include, but are not limited to, the following:

a) Develop a design or a physical architecture that forms the basis for design definition documentation to include the following: specifications, baselines, work breakdown structures and cost element structures;

b) Develop detailed physical architectures that allow confirmation of upward and downward requirements, traceability, confirmation of interoperability and open systems performance requirements, in order to demonstrate the product(s) satisfy the applicable acquisition phase exit criteria;

c) Perform design analysis, design modeling, and simulations;

d) Perform prototype development, fabrication, and testing;

e) Identify lowest level systems in the specified system hierarchy which may be bought, fabricated (joined, formed, finished), reused, and coded (in the case of software);

f) Develop or improve manufacturing systems using the technical and management processes, to include the following: performance of producibility, manufacturability assessment and improvement-related activities; and

g) Design and develop packaging and handling systems and storage requirements for design systems or components.

C.4.1.2.4 Systems Integration: The Contractor shall provide system engineering services for the integration of hardware and software, to include the following:

a) Integrate hardware and software into subsystems or components into the systems; systems into Systems of Systems; and systems onto platforms;

b) Identify and assess constraints that the integration processes, including assembly sequencing, fixtures, hardware and compilers (software), may impose on the design solution;

c) Integrate hardware and software at the component, subsystem and system level in a test, verification, validation and operational environment;

d) Furnish technical services for installation of hardware and software and technical manual development;

e) Evaluate safety, electromagnetic, environmental, compatibility, and performance of systems and system components with regard to the intended operational environments and potential operators and users;

f) Perform Horizontal Technology Integration (HTI) to modernize military battlefield equipment through integration of common technology across weapon platforms;

g) Evaluate system and System of Systems integrated performance;

h) Troubleshoot and correct system or component failures;

i) Develop and maintain Configuration and Interface Control Documents;

j) Generate and maintain validation records that system elements at each hierarchy level meet the build-to specifications;

k) Design system models and fabricate prototype equipment;

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- l) Modify existing equipment to optimize system of systems integration;
- m) Provide engineering drawings and associated lists or specifications (detailed or performance based);
- n) Develop procedures, plans, and methodologies for demonstration and evaluation of operational interoperability;
- o) Furnish technical support for validation events and requirements, such as the following: development or testing of prototypes, performance of simulations, preparation and evaluation of mock-ups of the system, modeling or simulation of the systems intended operational environment;
- p) Develop and maintain documentation to assess whether the system element was built IAW the design-to or build-to specifications including performance of reliability, availability, maintainability analysis;
- q) Perform assessments, author documentation and remedial measure for safety, electromagnetic, environmental, compatibility issues, effects, hazards, risks, non-compliance to standards, regulation, and directives, such as CDDs, CPDs, specifications, and Cyber Security Test Plans;
- r) Conduct AoAs, physical examinations, demonstrations, testing, modeling and simulation;
- s) Support or perform functions (e.g. determining design origin and allocations; identification or integration of propulsion systems; performing integration tests at system, subsystem or component level; and selection of a system to integrate into other systems) to transition to the next level in the physical architecture or to the user, dependent upon the life-cycle phase;
- t) Prepare system element(s) for integration, verification, and validation, to include, testing and input to appropriate reviews and reporting; and
- u) Develop supporting documentation for system elements, to include operations, maintenance, and installation manuals.

C.4.1.2.5 Modeling and Simulation (M&S): The Contractor shall provide engineering expertise in M&S, to include the following:

- a) Identify and validate Commercial Off-The-Shelf (COTS) M&S applications and technologies for use in analyzing system performance;
- b) Assess and make recommendations for M&S program policies, guidance, plans, and reports. Provide recommendations for defining and implementing policy, guidance and program management documents, to include modeling and simulation-related service plans;
- c) Use of high fidelity models and simulations to quantify technical and operational benefits and burdens of mobility and survivability enhancements to systems in terms of structural integrity, system level sustainability, and force level effectiveness. The Contractor may use Government Furnished Information (GFI) and specified systems and sub-system to develop data for analyses;
- d) Develop, modify, maintain and operate M&S applications. This work shall include the following: use of stand-alone capabilities and interactive simulation (man-in-the-loop) via the Defense Simulation Internet (DSI) network in support of efforts related to Advanced War Fighting Experiments (AWEs) and Department of the Army (DA) Battle Labs; and
- e) Provide programming M&S services to optimize fleet investment decisions and documentation.

C.4.1.2.6 Trade-off Analyses: The Contractor shall perform and document system design requirement trade-off analyses when specified by an individual TO. The analysis may be for any system, subsystem, component or function requiring systems engineering.

C.4.1.2.7 System Software Development and Integration: The Contractor shall provide engineering services for the design, development, validation, integration, IA Certification and Independent Validation and Verification (IV&V) of systems software for specified systems or subsystems and associated current and projected future environments. These efforts shall include the following:

- a) System architectures and associated elements;
- b) Communications and interoperability;
- c) Software development plans;
- d) Software quality assurance;
- e) Software metrics and reviews;
- f) Software documentation, to include the following: software requirements specifications, system segment design documents, interface documents, and software manuals;

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- g) Formal Qualification Testing (FQT) and stress testing;
- h) Central Processing Unit (CPU) processing and memory capacity and growth assessments.

C.4.1.2.8 Standardization: The Contractor shall perform the following:

- a) Prepare an overall standardization program plan for specified systems and subsystems. The standardization program plan shall optimize the commonality of parts, components, and subcomponents. The standardization program plan shall conform to the Army's Implementation Plan (AIP); and
- b) Identify references to Military Specifications (MILSPECS) and standards for each TO that involves the creation, review, or change of data, and shall recommend changes to equivalent commercial specifications and standards.

C.4.1.2.8.1 Specification and Standard Review: The Contractor shall identify references to MILSPECS and standards and shall recommend alternatives to equivalent commercial specifications and standards. This work shall include the following: conversion of existing military specifications to performance specifications and identification of potential new specifications or standards from user documentation for specified systems.

C.4.1.2.9 Design for Survivability: The Contractor shall conduct analyses and studies of the overall survivability and countermeasures inherent to each systems design, to include applicable Engineering Change Proposals (ECP). This work shall include the following: providing technical services to perform trade-off and cost studies, system engineering studies, test planning services, computer analysis, network analysis, and simulation services, and developing recommended survivability options for the Government's consideration. These services and analyses tasks shall include the following survivability and countermeasure areas, singly or in combination:

- a) Unplanned Stimuli Effects Analysis;
- b) Directed Energy Threat Analysis;
- c) Ballistic Protection Analysis;
- d) Compartment-Level Vulnerability Analysis;
- e) Optical, Radar/Millimeter Wave (MMW), Infrared, and Acoustic Signatures Analysis;
- f) Vehicle and Component Ballistic Shock Analysis;
- g) Nuclear Effects Survivability Analysis;
- h) Automatic Fire Extinguishing Systems Analysis;
- i) Computer, Communications and Electronics Analysis;
- j) Survivability, buoyancy and stability of floating bridge equipment and Army Watercraft Systems Analysis; and
- k) Recommend a security classification guide for systems with classified and confidential characteristics, such as add-on armor, and ballistic protection systems.

C.4.1.2.9.1 Chemical, Biological, Radiological and High Yield Explosive (CBRNE): The Contractor shall assess and make recommendations for system and platform designs that provide chemical, biological, radiological and nuclear protection and contamination detection and survivability as specified in the individual TO. This work shall include planning and executing compliance audits of Contractors preparation or execution of technical requirements. This work shall also include the following:

- a) Test planning and test monitoring, to include Chemical, Biological and Radiological (CBR) warfare agent simulations and surety materials;
- b) Review of CBR tests, test documentation, test procedures, and data analysis;
- c) Assess system configuration (design, analysis, modeling) for crew protection and detection and contamination survivability and support design activities;
- d) Perform trade-off analyses and proposed recommendations for system configurations;
- e) Prepare programmatic, regulatory, and statutory documentation technical presentations, reports and waiver requests;
- f) Make recommendations regarding program coordination and program management; and

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g) Assess software interface and compliance with configured Contractor system Nuclear, Biological and Chemical (NBC) items.

C.4.1.2.10 Human Factors Engineering: The Contractor shall perform human factors engineering analysis, simulation, testing, evaluation, documentation and reporting IAW MIL-HDBK 759B and MIL-STD 1472D. The Contractor shall evaluate the human machine interface for system operators and maintainers.

C.4.1.2.11 Safety Engineering: The Contractor shall perform health hazard, hazardous materials and other safety related analyses. The Contractor shall identify safety features of hardware, software and integrated systems design and the associated mitigating designs, procedures, precautions, training, engineering controls, equipment and protective procedures in order to recommend an acceptable risk. The Contractor shall conduct hazard evaluations, accident evaluations and reports, and prepare Safety Assessment Reports (SARs) IAW MIL-STD 882D. The Contractor shall prepare System Safety Plans, Hazardous Material Management Plans and input to the system MANPRINT Management Plan. The Contractor shall participate in System Safety Working Groups and participate in Integrated Product Teams (IPT) and meetings.

C.4.1.2.12 Design for Producibility: The Contractor shall evaluate the inherent producibility of proposed technologies, designs and design changes, and identify and evaluate the associated issues and impacts on economic feasibility of production. The Contractor shall identify improvements in the design that would result in an economically producible design.

C.4.1.2.13 Configuration Management (CM): The Contractor shall operate and maintain existing configuration management system(s) for any design or system, hardware or software, assigned to the Contractor as a design agent, authority or custodian IAW MIL-HDBK 61A(SE) and MIL-STD 3046. The Contractor shall support CM activities for a customer, other organizations or projects. This work shall include the following:

a) Define and implement a CM program and document it in the form of a CM Plan tailored to the quality, size, scope, stage of life cycle, nature, and complexity of the system or project subject to the plan. The CM plan shall address configuration identification, change control, configuration status accounting and configuration audits and verification. The Contractor shall perform any and all aspects of the CM Plan;

b) Provide recommendations and analyses for the specified aspects of CM, to include managing the configuration for as designed, as approved, as authorized and as supported configuration baselines;

c) Develop a CM process or configuration control procedures for the specified program consistent with MIL-HDBK 61A(SE) for CM guidance. The CM process shall be 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; and

d) Serve as the configuration baseline manager and manage and maintain TDPs. This work shall include digitizing, updating, reviewing or validating drawings or other documents in a consistent electronic format, maintaining legacy technical data, and establishing virtual databases for customers.

C.4.1.2.14 Computer Aided Design Data Format and Submission: The Contractor shall provide design and Computer Aided Drafting (CAD) (TDP Levels I, II, III) IAW ASME Y14.100, ASME Y14.5-2009 and ASME Y14.41. This work shall include, but is not limited to, the following: prepare and deliver the engineering drawing package, TDP, installation instructions, control drawings, Interface Control Drawing (ICD), units of measure, markings and distribution statements and create animations that illustrate the concepts functionality and capabilities as specified in the individual TO. When specified in the individual TO, the engineering drawing package for each project may contain all of the drawings that include ordnance part numbers and Engineering Release Record (ERR) numbers that are needed to define the physical characteristics, performance requirements, and locations of all items for the work project.

C.4.1.2.15 Interface Control and Management: The Contractor shall evaluate interface controls IAW MIL-HDBK 61(SE), EIA 649 or equivalent commercial practices. The Contractor shall ensure interface definition and compliance among system elements as well as interacting and interoperating systems. The Contractor shall ensure all internal and external requirement changes are properly documented IAW a configuration management plan and communicated to all affected configuration items to include functional and physical interfaces to external or higher-level and interacting systems, platforms, and products in quantitative terms, to include open systems approach. Functional and physical interfaces shall include mechanical, electrical, thermal, data, control, procedural, and other functional and physical interface interactions. Interfaces may also be considered from an internal/external perspective. Internal interfaces are those that address elements inside the boundaries established for the system addressed. The format for the configuration management plan will be specified in the individual TO.

C.4.1.2.16 Product Improvements: The Contractor shall provide evaluation expertise for potential improvements with respect to system or subsystem functionality and affordability. Potential improvements shall include the following: survivability, mobility, lethality, seaworthiness, protection, energy efficiency, Safety of Life at Sea (SOLAS) requirements, sustainability, performance, operating, cost reduction, and value engineering. Services shall include the following: providing personnel with demonstrated expertise in support of Modernization through Spares (MTS) and OSCR initiatives, tradeoff analysis, cost benefit analysis or life cycle cost projections, or in the conduct of pilot projects and demonstrations relevant to fact based evaluation of such services.

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C.4.1.2.16.1 Value Engineering (VE) and Operations & Support Cost Reduction (OSCR): The Contractor shall provide VE and OSCR program services. Tasks shall include the following: design, prototype, test, trial fit, low rate production and identification of candidates for VE or OSCR and the associated analysis.

C.4.2 Product Assurance and Test Services

C.4.2.1 Test Services

C.4.2.1.1 Test Plans: The Contractor shall prepare, coordinate inputs, submit, and update project and program TEMPs and related documents.

C.4.2.1.2 Test Integration Work Group (TIWG) Participation: The Contractor shall attend and participate in TIWG and Test Coordination Meetings.

C.4.2.1.3 Test Site Services: The Contractor shall provide technical and administrative services at both Government and Contractor test sites such as the following: on-going testing, coordination activities, attending test meetings, coordinating visits and briefings, and providing test incidents and report summaries as specified in the individual TO.

C.4.2.1.3.1 Test Incident Reports and Data: The Contractor shall collect, collate, and analyze Test Incident Reports (TIR) prepared by both Government and Contractor test agencies. The Contractor shall schedule, attend, and participate in TIR review and closeout meetings. The Contractor shall monitor progress and report status of failure analysis to close-out.

C.4.2.1.3.2 On-Site Test Representatives: The Contractor shall perform surveillance of test activities through on-site representation such as the following: monitoring the progress of tests, condition of test assets and test services equipment, availability of repair parts, status of equipment repair, and other similar test-related activities. The Contractor shall attend meetings or briefings and submit surveillance reports.

C.4.2.1.3.3 System Support Packages (SSP): The Contractor shall perform studies, analysis and evaluate kitting and assembling to transport the SSP to the specified test site, as specified in the individual TO. The Contractor may be required to track the initial delivery, consumption and replenishment of components and maintain control of the SSP. The SSP shall include all required components for testing services and shall identify existing tools and test equipment used to perform testing services to include known Government tools and test equipment. The SSP shall consist of all items on the SSP Components List (SSPCL). The SSP requirements shall include repair parts, technical manuals, Basic Issue Items (BII) common and special tools, and test equipment.

C.4.2.1.3.3.1 System Support Packages Components List (SSPCL): The Contractor shall prepare and provide a SSPCL that identifies the contents of the SSP for each test site and the agency responsible for each SSP item.

C.4.2.2 Quality Assurance (QA): The Contractor shall provide QA and quality engineering services. Efforts shall include, but are not limited to, the following: developing quality assurance requirements and quality assurance procedures, reviewing and analyzing weld procedures (for armor and vessel construction and repair), overseeing software quality processes and products, analyzing compliance, monitoring tests, reviewing Contractor quality assurance systems, and participating in quality audits, FAT and other tests. The Contractor shall review, analyze, and document findings from Quality Deficiency Reports identifying root cause and proper corrective actions.

C.4.2.3 Reliability, Availability, Maintainability (RAM) Program Services: The Contractor shall provide RAM services. Tasks shall include the following: 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. These efforts shall include the following:

- a) Development or review of Reliability/Maintainability Program Plans;
- b) Conducting Failure Modes Effects and Criticality Analysis;
- c) Participating in the analysis of existing systems to formulate Operational Modes Summary Mission Profile and the associated RAM annexes;
- d) Generating RAM allocations to systems, subsystems and components;
- e) Creating and updating RAM predictions and growth curves based upon the Failure Mode, Effects, and Criticality Analysis (FMECA) and the results of testing and data searches;
- f) Conduct or support RAM scoring conferences;
- g) Conduct or support RAM management or RAM related segments of IPTs and program or project reviews;

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- h) Failure Reporting Analysis and Corrective Action System (FRACAS) actions; and
- i) Delayed Desert Damage and Degradation (4D) Analysis.

C.4.3 Logistics Management

C.4.3.1 Integrated Product Support (IPS) Management Services: The Contractor shall plan, manage, integrate and execute an IPS program for specified system or equipment. Tasks shall include the following: participation in engineering design reviews, participation in diagnostics strategy meetings, developing IPS assessments for specific elements of IPS, participation in IPS meetings, program reviews, and other related meetings and events for the specified system, and preparing and maintaining a logistics support package.

C.4.3.1.1 IPS Management and Supportability IPT (SIPT) Support: The Contractor shall participate in and support IPS Management and SIPT activities. All IPS program requirements, tasks, and milestones shall be maintained by the SIPT. The Contractor shall support the mission of the Product Support Manager and the IPS Manager.

C.4.3.1.1.1 IPS Acquisition Documents: The Contractor shall research, prepare and recommend updates to Acquisition Strategy and Acquisition Plans for IPS. The Contractor shall prepare drafts of specified logistics acquisition documents as contained within the DoD 5000 series regulations, following the requirements of the applicable regulations and pamphlets, as these documents are identified by individual TOs.

C.4.3.1.1.2 IPS Planning: The Contractor shall prepare and maintain the Life Cycle Sustainment Plan (LCSP) IAW AR 700-127. Services shall include describing the overall IPS program, including all IPS program requirements, tasks, and milestones.

C.4.3.1.1.2.1 IPS Elements: The Contractor shall provide the preliminary planning, analysis, financial management, a draft IPS Master Schedule, and associated work for the individual logistic support elements to acquire, field, and support assigned systems.

C.4.3.1.1.3 MANPRINT Program Support: The Contractor shall plan, manage, and support the MANPRINT effort to optimize total system performance, reduce life cycle costs and minimize risk of personnel loss or injury by ensuring a systematic consideration of the impact of materiel design on human systems throughout the system life cycle for specified systems IAW AR 602-2 or other regulations as specified in the individual TO. The Contractor shall support all MANPRINT domains and prepare, manage and execute the System MANPRINT Management Plan (SMMP). The Contractor shall conduct and support users to ensure human input is captured as a part of the design process.

C.4.3.2 Supportability Analyses: The Contractor shall perform supportability analyses of specified systems or processes.

C.4.3.2.1 Supportability Influence on Design: The Contractor shall perform an analysis of an emerging or existing design to minimize the impact of the design on the systems logistics footprint. The Contractor shall formulate supportability characteristics for the design and other specifications for the system. Effective results from this analysis shall include the following:

- a) Minimize the use of external Test Measurement and Diagnostic Equipment (TMDE);
- b) Maximize the use of Built-In Test (BIT) and Built-In Test Equipment (BITE), subject to the specific governing specifications or standards listed in the TO Request for Proposal (RFP);
- c) Maximize forward replacement of components;
- d) Consider Operation and Support (O&S) costs, cost savings, and ease of maintenance;
- e) Emphasize commonality, modularity, and interchangeability of major components for systems designs, in order to simplify maintenance, logistics, and training burdens; and
- f) Examine service alternatives to current designs or systems. Alternatives shall be fully documented and must show improvements in terms of operational availability or life cycle costs over current designs or systems.

C.4.3.2.2 Alternative Support Strategies: The Contractor shall examine other IPS, MANPRINT, HSI Program support alternatives. The Contractor shall perform analyses of alternatives. Analyses accomplished under this task shall include the following: modernization through spares and O&S cost reductions, tradeoff analysis, cost benefit analysis, life cycle cost projections, and other IPS, MANPRINT, HSI support alternatives. Alternatives selected to support the system(s) shall be documented in Logistics Management Information (LMI) for the system.

C.4.3.2.3 Level of Repair Analysis (LORA): The Contractor shall conduct LORA on specified Line Replaceable Units (LRU), ensuring consistent coherent support for the end item IAW MIL-HDBK 502.

C.4.3.2.3.1 Two Level Maintenance (TLM): The Contractor shall support activities necessary for the execution of the DoD TLM efforts.

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Activities shall require representation at reviews and meetings, preparation, updating and validation of maintenance data and reports, and logistics engineering and products to support equipment as specified in the individual TO. The results shall be documented in LMI. The Contractor shall review, analyze, and update data for specified TLM equipment. Efforts shall include, but are not limited to the following: technical manuals and maintenance procedures, manpower requirements, provisioning, Repair Parts and Special Tools List (RPSTL), Maintenance Allocation Charts (MACs) and Manpower Requirements Criteria (MARC) reports.

C.4.3.2.4 Transportability Assessment: The Contractor shall analyze, design, develop, verify, integrate, and test specified systems to ensure capability of meeting transportability requirements. The Contractor shall conduct a transportability analysis to ensure that the specified system is transportable by highway, rail, marine, and air modes. The Contractor shall analyze, design, develop, verify, integrate, and test specified systems capable of meeting stated transportability requirements. The analysis shall define the procedures and ensure the design is suitable to meet lifting and tie down requirements.

C.4.3.2.5 Facilities Assessment: The Contractor shall identify the need for facilities to support the equipment being sustained or developed. When an analysis indicates a need for facilities, either new or increased, the Contractor shall inform the Government. The Contractor shall provide the results of the assessment to include the design drivers and associated facilities recommendations.

C.4.3.2.6 Business Case Analysis (Performance Based Logistics (PBL)): The Contractor shall perform preliminary research supporting development of PBL business case assessments and studies. Research and draft documentation shall be IAW current DoD and Army Regulatory guidance that will be specified in the individual TO.

C.4.3.2.7 Logistics Studies: The Contractor shall perform analyses and studies to assess initiatives, readiness, field issues, acquisition logistics or other logistics studies to include the following:

C.4.3.2.7.1 Army Transformation, Velocity Management, Logistics Initiatives: The Contractor shall develop technical studies relative to Army Transformation, Velocity Management, and other logistics initiatives.

C.4.3.2.7.2 Condition Based Maintenance (CBM): The Contractor shall assess the CBM program and make recommendations for improving and executing it. The Contractor shall provide support to the implementation of CBM to include the following:

- a) Collecting and analyzing raw data and CBM test data;
- b) Interpreting the data and displaying it graphically for Government use;
- c) Calculating the return on investment;
- d) Identifying opportunities for CBM application; and
- e) Identifying technologies to enhance application of CBM.

C.4.3.2.8 Logistics Management Information (LMI): The Contractor shall develop, acquire and maintain LMI for specified equipment. The Contractor shall deliver LMI data that reflects the optimum logistic support package requirements at the lowest cost of ownership to the Government. The data shall reflect the latest knowledge on the system to include the results of field feedback and testing.

C.4.3.2.8.1 Basis of Issue Plans (BOIP) Feeder Data/Data Interchange: The Contractor shall prepare item documentation to include BOIP feeder data, and System Interchange documentation.

C.4.3.2.8.2 Manpower Requirements Criteria (MARC) Program/Manpower Estimate Report (MER): The Contractor shall utilize LMI and determine and analyze mission-essential wartime requirements for manpower of specified systems. The Contractor shall submit proposed MARC changes and prepare a MER, to be submitted as a report to the Government. The format of the report shall be specified in the individual TO.

C.4.3.2.8.3 Maintenance Allocation Chart (MAC): The Contractor shall generate a MAC that shall be an output from LMI following the same order and treatment as a specified systems Technical Manual (TM). The Contractor shall also provide a maintenance task list from LMI that serves as the basis for the MAC.

C.4.3.3 Logistic Package Development and Maintenance: The Contractor shall plan, manage, develop and maintain the Logistics Support Package reflecting the LMI. The contents and maturity of the package shall be tailored to the needs of key program events to include testing, fielding and training. The package shall be updated from logistics demonstrations and technical manual validations, design changes, and corrections identified by the field.

C.4.3.3.1 Technical Publication Development and Maintenance: The Contractor shall plan, prepare, validate, verify and maintain equipment publications, Electronic Technical Manuals (ETM), Interactive Electronic Technical Manuals (IETM) to include RPSTLs and supporting specified equipment, ensuring that they are technically accurate, effective, and reflect the results of supportability analyses reflected in LMI.

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C.4.3.3.1.1 Technical Writing and Editing Service: The Contractor shall provide technical writing, editing and publications production skills, as specified in the individual TO.

C.4.3.3.1.2 Electronic Publishing Services: The Contractor shall manage publications content data and work flow management systems, to include maintaining data security, data cleansing, data migration, and developing Desktop Publishing Instructions.

C.4.3.3.1.3 Extensible Markup Language (XML) Conversion: The Contractor shall manage and perform XML implementation and conversion efforts, to include XML workstation coordination, setup and operation, and development of quality assurance procedures and documentation to enable Government review of vendor prepared XML tagged TM and other documents.

C.4.3.3.1.4 Modification Work Order (MWO) Development: The Contractor shall plan, manage, develop, validate MWOs and execute associated activities as specified in the individual TO.

C.4.3.3.2 Provisioning: The Contractor shall review tasks and actions and provide recommendations to the Government for a complete range of technical data necessary to ensure supply support for specified equipment. System technical data shall reflect the as-built and as supported configurations.

C.4.3.3.3 Test, Measurement and Diagnostic Equipment (TMDE): The Contractor shall identify and develop those TMDE support resources to include any augmentation to ensure the ability of the specified equipment to be effectively diagnosed and its maintenance verified. Maintenance concepts shall include the optimum use of accurate on-board or embedded diagnostic and prognostic capability to include BIT and BITE.

C.4.3.3.4 Packaging Development and Maintenance: The Contractor shall review and recommend the appropriate performance based and detailed packaging requirements that satisfy the equipment and support items protection and preservation needs. The Contractor shall take into account the environment in which the equipment and support items will be stored IAW MIL-STD 2073 and DA PAM 700-32. Tasks shall include the following: preservation, packaging, packing, marking and exercising efforts for specified TACOM LCMC equipment, both secondary and major end items; design, development, fabrication, testing, and documenting of special packaging designs; and providing all packaging LMI data elements for all store, stock, and issue items of supply. The Contractor shall manage the Long Life Reusable Container Program, shelf life program, hazardous materiel packaging, National Maintenance Management packaging, and stock readiness program, when specified in the individual TO.

C.4.3.4 Logistic Package Validation and Verification: The Contractor shall validate the Systems Support Package, IAW AR 700-127 through static activities to include joint Government and Contractor logistics demonstration and TM validation, and capture and document the verification through dynamic efforts to include Government testing and active field usage. The Contractor shall analyze the results of the validation and verification activities and update the Systems Support Package to correct errors, issues and shortcomings identified. The Contractor shall plan, manage and support hands-on demonstrations to include logistics demonstrations, maintainability demonstrations, and technical manual validations and verifications. The Contractor shall evaluate the effectiveness of the Logistics Support Package through evaluation of the SSP utility during testing.

C.4.3.4.1 Materiel Fielding Planning: The Contractor shall provide fielding and training services CONUS and OCONUS. The Contractor shall provide support data analysis for materiel fielding to be reflected in the systems Materiel Fielding Plan. Support data analysis shall reflect a total package fielding approach with deliveries of the verified Logistic Support Package to include, technical manuals, New Equipment Training (NET), sustainment training, training devices, and all support items. The Contractor shall participate in New Materiel Introductory Briefings and reviews in response to the gaining commands Mission Support Plan.

C.4.3.4.2 Total Package Fielding (TPF): The Contractor shall manage TPF efforts for assigned systems. Activities shall require representation at reviews and meetings, development of integrated fielding plans, and directing TPF activities.

C.4.3.4.3 Training: The Contractor shall provide qualified instructors to conduct NET, sustainment, and institutional training. The Contractor shall conduct instructor and key personnel training, and provide re-useable training materials to include software and hardware training for mockup, simulators and development of training aids. Additional tasks shall include coordinating and facilitating training classes for the Government in various other areas related to this contract.

C.4.3.4.3.1 Training Support: The Contractor shall provide training support to ensure the War fighter and technical support personnel are provided with instruction, exercises and skills regarding logistical platforms, systems, and war fighting capabilities. Training support shall also include the following:

a) Administrative services to include registering students for training, reserving space and facilities for training at sites identified within the TO, maintaining class rosters, maintaining attendance records, and generating training completion certificates;

b) Technical and administrative services for conducting market surveys to identify available training courses or sources for training relevant to a particular training need identified within the TO; and

c) Technical services for developing and delivering training courses or modules, either in-person or by electronic delivery, to include video training modules or computer-based training. These services may involve the development of training plans or course plans,

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development of specific training content, development of training aids to include student guides or handbooks, development, assembly, and shipment or set-up of Training Equipment Sets, and the delivery of training at sites which may be either CONUS or OCONUS (including Foreign Military Sales (FMS)) locations.

C.4.3.4.3.2 Training Development and Delivery: The Contractor shall develop and deliver training to include the following:

a) Technical services for developing and delivering user and maintainer training in conjunction with the fielding of new hardware or new hardware modifications; and

b) Power Projection Training Programs of Instruction, to include NET to consist of Program of Instructions (POI); the furnishing of Field Service Representative (FSR) trainers for initial operator training and maintenance services at specified CONUS or OCONUS locations; the furnishing of Power Projection Operations Mobile Training Teams; the furnishing of FSRs to provide initial operator training and maintenance services at specified CONUS or OCONUS locations.

C.4.3.4.4 Fleet Planning: The Contractor shall develop and maintain a Fleet Plan for specified systems or family of systems. The Contractor shall capture and maintain data and records (e.g. engineering change proposals, material inspection and receiving reports, and maintenance reports) for systems in development, population by configuration, fleet modernization strategy, and fielding schedules and priorities to formulate the Fleet Plan. The Contractor shall apply data and records management and database architectural design and implementation with usage of program acquisition management to communicate the Fleet Plan and recommendations for managing the fleet.

C.4.3.4.5 Automatic Identification Technologies (AIT): The Contractor shall perform the activities necessary for the successful execution of the AIT program to include the following: Policy and Strategy Creation; Systems Integration; Business Intelligence and Data Mining; development of Unique Identification (UID)/Radio Frequency Identification (RFID) legacy parts-marking strategies; Business Process Re-Engineering; Business Case Analysis and Automated Information Technology studies relating to Item Unique Identification (IUID) or RFID.

C.4.3.4.5.1 Item Unique Identification (IUID): The Contractor shall analyze and assess IUID planning for specified system(s). The Contractor shall develop plans for IUID applications to specific equipment to include marking techniques and locations. The Contractor shall provide a plan for durable tagging of assets that meets the requirements of MIL-STD 130, and then implement the plan to input the IUID data into a register for asset accountability. Any item with a warranty must have a useable tag through the warranty period.

C.4.3.4.5.2 Radio Frequency Identification (RFID): The Contractor shall analyze and assess planned use of RFIDs. The Contractor shall develop draft policies, plans and guidelines for RFID applications. The Contractor shall apply the draft policies, plans and guidelines to specific equipment to include marking techniques and locations, data capture, loading and utilization.

C.4.3.5 Field Support

C.4.3.5.1 Product Support Integrator (PSI): The Contractor shall serve as the Product Support Integrator and shall provide a theater based Business Case Analysis (BCA) for optimal least cost assimilating support elements, to include addressing the selection of appropriate Product Support Providers (PSPs). When selecting appropriate PSPs, the Contractor shall use small business entities to achieve supply chain efficiencies and minimize civilian Contractors on the battlefield, to the maximum extent practicable. The Contractor shall ensure that the PSP provides the parts supply management and application of support packages to enable world class end item maintenance. The Contractor shall follow the Performance Based Agreement and adhere to the applicable PBL criteria, specified in the individual TO, to support Contractor maintenance, repair, rebuild, and overhaul, to include the following: operational availability, operational reliability, cost per unit usage, logistics footprint and logistic response time.

C.4.3.5.1.1 PSI Performance Measurements: The Contractor shall ensure that the PBL metrics identified in the Performance Based Agreement supports the desired readiness and availability outcomes. The Contractor shall establish requirements and controls to ensure the PSP achieves the performance measures tailored by each field commanders identified unique circumstances.

C.4.3.5.1.2 PSI Deployment: The Contractor, functioning as the PSI, or their PSP, shall be required to deploy to appropriate CONUS and OCONUS locations to provide sustainment, to include maintenance, material and supply chain management and transportation, for supported items in a given theater.

C.4.3.5.2 Area of Responsibility (AOR) Operations and Logistics Readiness (OCONUS): The Contractor shall provide field support services, to be fully defined in the individual TO, in the AOR. The Contractor personnel shall be required to deploy in support of combat, field exercise, training event, media event or other action in a CONUS or OCONUS location.

C.4.3.5.3 Liaison Officer (LNO) (CONUS or OCONUS): The Contractor shall perform the following:

a) Observe and report on activity to the COR, when specified to do so in the individual TO. The Contractor shall communicate with the customer for the specified systems to include the following: attend meetings, prepare and present logistics status briefings, and identify and resolve programmatic and logistics issues that impact system availability and readiness, when specified in the individual TO; and

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b) Furnish LNO services that provide integration of the specified systems into military units. This work may require the Contractor to perform tasks, to include developing and managing a database to track the movement of equipment modifications and safety enhancements from vendor, Contractor, and depot locations to AOR installations, maintain contact with the Forward Repair Activity (FRA) and report problematic issues with Equipment Readiness. The LNO may be required to observe and report activity with specified systems to the COR, and ensure that total package fielding, RESET and installation of armor and safety enhancements are synchronized and accomplished, if specified in the individual TO.

C.4.3.5.4 Contractor Maintenance Teams (CMT): The Contractor shall establish, operate, support and maintain CMTs that will directly support the maintenance mission of the maintenance team. CMTs shall perform the following: operator and unit level maintenance to TM 10/20 standards, commercial repair standards, preset, reset and national level maintenance for selected units at DoD installations or temporary locations for specified systems or components.

C.4.3.5.5 Contractor Supply Support: The Contractor shall perform the following:

a) The Contractor shall provide materials, supplies and logistical support to develop, pack, ship, and store repair parts and kits to use in component repair and unit organic or other Government maintenance programs in the accomplishment of Unit Level through National Level maintenance, modification or rebuild;

b) Evaluate the need for fabricating, shipping, assembling or disassembling items, and subsequent fielding;

c) Receive, classify, store and distribute repair parts, components and other items of supply;

d) Prepare and provide a SSP, IAW DA PAM 73-1, Section 6-57 and prepare and provide an SSPCL. The list shall include all required components for testing services and shall identify existing tools and test equipment used to perform testing services to include Government tools and test equipment as specified in the individual TO. The SSP shall consist of all items on the SSPCL. The SSP requirements include repair parts, technical manuals, BIIs, common and special tools, and test equipment. The Contractor shall assemble and ship the SSP to the specified test site, within the time specified in the task order, to include, packing, packaging, and transportation. The Contractor shall track the consumption of components and maintain control of the SSP.

C.4.3.5.6 Transportation of Assets (CONUS or OCONUS): The Contractor shall perform the following:

a) Provide logistics support planning, inventory, and property planning, storage, and accountability, and coordinate movement;

b) Coordinate transportation and supply support to permit rapid deployment and management of supplies and equipment;

c) Provide technical advice, assistance, guidance or operational support to identify and utilize existing regional or global modes of transportation resources, identify alternative capabilities and plan for effective integration of public and private sector support or resources, operation and maintenance of the infrastructures that support these activities. Services may include the operation of a vendor-managed inventory system, the operation of private or Government-owned warehouses, stockrooms, or other storage facilities, shipping and receiving, staging and storage, packing and crating and design, re-engineering, operation and maintenance of distribution and material handling equipment systems. This work may involve tasks related to the following: Standard Army Management Information Systems (STAMIS); supply and operating transformation, performance and command readiness; Distribution Management Stock Readiness; Configured Loads; Integrated Logistics Aerial Re-supply, future transformational logistics, packaging and operations; Stock Readiness (SR); Contract Logistics (CL); Integrated Logistic Aerial Re-Supply (ILAR); Vendor Initiated Parts Re-supply (VIPR) transitions, deployment packages, material and property requirements planning, movement, storage and accountability systems; logistics strategic planning services; Supply and Value Chain Management Services; Distribution and Transportation Logistics Services; asset management and visibility; Unit Level Logistics Systems; Support of the Standard Army Retail Supply Systems; Major Army Command (MACOM) Defense Reutilization and Marketing Service (DRMS) recovery program; and transportation motor pool operation support;

d) Test drive and operate military vehicles and heavy equipment; and

e) Drive, relocate and provide movement of vehicles from one work center, work shop area or production operation to another.

C.4.3.5.7 Equipment Modifications: The Contractor shall manage specified equipment modifications and execute associated activities to include In-Progress Review (IPR); conduct New Material Introduction Briefs (NMIB); kit development, installation procedures, publication updates, and specific TMDE; Kit procurement, kit storage, kit distribution; scheduling and shipment site coordination; kit application; MWO application management and tracking in multi-functional data; provide application team resources; train application teams; schedule and deploy application and inspection teams; track and report applications into the Modification Management Information System (MMIS); and provide individual and key personnel maintenance training to equipment user and maintainers.

C.4.3.5.7.1 Army Watercraft Systems Requirements: The Contractor shall perform work for the PM Army Watercraft Systems for Service Life Extension Programs (SLEP). Contractors shall support the following tasks, when specified in the individual TO: naval architecture and marine application; load line, ballast, and seaworthiness; welding and pipe fitting in a marine and watercraft environment; and perform Watercraft tasks IAW the following: American Bureau of Shipping (ABS) standards; CFR; Watercraft Safety Regulations; United States Coast Guard (USCG) standards; SOLAS requirements; and international discharge standards as defined by the Alaska protocol.

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C.4.3.6 System Readiness: The Contractor shall perform program management and operational support services focused on system readiness, to include analyzing, developing, automating and submitting operational plans for approval by the Government. The Contractor shall implement procedures and provide program coordination in order to interface, monitor, research, administer, recommend business rules, document support, provide support analysis, formulate logistics topics, initiatives and strategic plans and technical operational and manpower support. The program management and operational support services shall include the following: logistical support and analysis to Resource Management (RM) and budget execution logistical support; operating contractor maintenance facilities at military installations; MACOM and Army Transformation Campaign Plan (TCP); attendance and participation at Maintenance Summits; development of logistics reengineering advertisement, educational, and presentational materials; Items Managed List (IML); Army Campaign Plan (ACP); logistics doctrine and structure; Strategic Readiness System (SRS); Army Balanced Score Card (BSC); Data Based Commitment Accounting System (DCAS); fiscal management; management and funds tracking procedures; Equipment Readiness Posture; Readiness Integrated Database (RIDB); inspection of unit logistical procedures, operational logistical libraries, STAMIS, MACOM Logistics Systems, and DS-RX Programs; Corps/Theater Automated Data Processing Service; CTASC-II; Standard Army Retail Supply System (SARSS); Standard Property Book System Redesign (SPBS-R); Property Book Unit Supply System Enhanced (PBUSE); Logistical Total Army Authorization Document System (LOGTAADS); Requisition Validation (REQVAL); Organizational Clothing and Individual Equipment (OCIE); Command Asset Visibility Equipment Redistribution System (CAVERS) or similar system; Distribution Execution System (DES); Modified Table of Equipment (MTOE); MACOM Readiness Distribution Program (RDP); logistical support planning; logistic business process reengineering and functional process improvement support; Army Watercraft Inspection Reporting System (WIRS); Army Watercraft Inspection Branch (WIB); Corrosion Prevention and Control (CPAC); deployment logistics support, deployment asset visibility, ashore and afloat brigade inspection readiness; Army maintenance management; acquisition logistics; global pre-positioned stocks software database; program/project management support; logistical redesign and restructuring; local or remote conferences and video-teleconferences; transformation, transportation, field services, maintenance, and medical supply operations.

C.4.3.6.1 Sustainment Issues - Technical Resolution: The Contractor shall analyze systems and develop technical solutions to sustainment issues, to include trade-off-studies; effectiveness analyses; risk management; configuration management, interface management, and data management; performance measurements; technical review; requirements analysis, engineering analysis of hardware and software configuration, and functional analysis; transforming architecture (functional to physical); defining alternative system concepts; configuration items and system elements; selecting preferred product and process solutions; and defining or refining physical interfaces. The Contractor shall develop, review, and provide deficiency reports, deviation from specifications, and ECPs based upon analysis of field issues.

C.4.3.6.2 Obsolescence Management and Technical Data Services: The Contractor shall provide services necessary for the successful execution of an Obsolescence Management Plan by providing solutions to extend product life cycles of Government specified systems and products. Tasks shall include reverse engineering, technical services, and acquisition engineering. The Contractor shall comply with survivability, mobility, lethality, standardization, and Chemical, Biological, Radiological and Nuclear protection and detection, contamination, survivability, and life support requirements.

C.4.3.6.3 Diminishing Manufacturing Sources and Material Shortages (DMSMS) Case Management: The Contractor shall research and analyze DMSMS case files and DMSMS data in order to provide recommendations to the DMSMS Management Team, to include storage of data and accuracy of stages throughout the DMSMS process, as specified in the individual TO. The Contractor shall query OEMs and manufacturers for current technical information supporting the DMSMS process. The Contractor shall make recommendations and updates to the existing DMSMS Plan. The Contractor shall use the information and systems as specified in the individual TOs when performing this work to include the following: DMSMS Plans, ECPs, Reliability Centered Maintenance (RCM),FRACAS, predictive modeling outputs, Readiness Assessment outputs, Federal Logistics FEDLOG data, Bills of Material, vendor service bulletins, Defense Logistics Agency (DLA) Engineering Assistance requests DLA Form 339 (Request For Engineering Support), Requests for deviations, and CBM Output.

C.4.3.7 Command Wide Logistics Enterprise System Support: The Contractor shall support the design, development, deployment, training and maintenance of enterprise logistics management systems used by, or developed to support, fixed base logistics operations. Tasks shall include the following:

- a) Fielding and deployment of enterprise systems, to include, Global Combat Support System Army (GCSS-A), General Fund Enterprise Business System (GFEBs) and Logistic Management Program (LMP) increments to include migration of legacy data;
- b) Establishment of network connectivity for remote locations at Government and off-installation sites;
- c) Installation and IOC of computer hardware and communications equipment;
- d) Database administration;
- e) Recurring software maintenance of Government owned applications;
- f) Adapting and incorporating COTS software for specified purposes;
- g) Building interfaces with STAMIS and other Government applications and databases;

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- h) Assisting Government agencies in the conduct of business rule compliance audits;
- i) Developing logistics planning tools to support operations, deployment, and training requirements;
- j) Developing specialized ad hoc reports;
- k) Financial tracking; and
- l) Modifying and enhancing the specified current application(s) to meet changing business rules for the supported commands.

C.4.3.7.1 Logistic Management Program (LMP): The Contractor shall support LMP and its processes to include maturation, business process development, data cleansing, testing and training efforts.

C.4.3.7.2 Common Logistics Operating Environment (CLOE): The Contractor shall assess, evaluate and recommend actions required to implement CLOE related policy and guidance. The Contractor shall assist in identifying and interpreting the CLOE technical and operational standards to identify critical systems (Hardware (HD) or Software (SW)) requiring improvements to become CLOE compliant. The Contractor shall identify efficient interface mechanisms that can apply toward horizontal integration across platforms. The Contractor shall assist in developing, certifying, fielding and sustaining enabled products.

C.4.3.7.3 Logistical Training Support: The Contractor shall provide logistical training support in system operations and any logistical program, to include supply and value chain management, property and inventory management, distribution and transportation management, and maintenance of equipment and facilities

C.4.3.8 Security Assistance (SA) Support: The Contractor shall support the case management or weapons systems interface for FMS. The Contractor shall coordinate with the designated officials identified in the Letter of Acceptance (LOA) in FMS Case Management to develop and maintain FMS Case Management and International Cooperative Agreements. These efforts shall include the following: formulation of position papers on foreign interests, information papers, licensing and commercial lease actions, drafting of special release actions, case pricing, configuration alternatives, total fielding packages, training, technology transfer research, coordination of visits by foreign nationals, and drafting Memoranda of Understanding (MOU).

C.4.3.8.1 FMS Research and Analysis: The Contractor shall perform research and analysis tasks which may include reviewing the foreign customers Letters of Request (LOR) and developing a list of required items to be placed on a LOA in response to the LOR IAW the Total Package Approach (TPA) concept, as defined in the LOA. The Contractor shall provide Logistical Research and Analysis points of contact to field questions concerning materiel support and training. This work shall involve tasks to include providing requirements-determination support, beginning with general weapon questions received from FMS customers through development of the materiel requirements list to be placed on an LOA. The Contractor may maintain generic Materiel Requirements Lists to be used to develop specific requirements lists for FMS customers.

C.4.3.8.2 FMS Meetings and Conferences: The Contractor shall participate in meetings and conferences, with representatives of industry, other military and federal agencies, and foreign countries. The Contractor shall perform tasks such as summarizing and evaluating the results of these meetings and conferences, preparing responses to action items, and making recommendations to the Case Managers, Weapons System Managers (WSM) and PMs.

C.4.3.8.3 FMS Technical Case Management and Closure: The Contractor shall support Government FMS Technical Case Management and Closure tasks IAW the specified FMS Case delivery schedules. The Contractor shall support SA and FMS customers for assigned programs, beginning with the signed LOA and ending with final delivery.

C.4.4 Information Management and Technology

C.4.4.1 Software Management: The Contractor shall manage software, and develop draft guidance, plans, and reports. This work shall include the following: making assessments, developing recommendations, and providing technical services for implementing software management programs, documents and reports in the following functional areas:

- a) Software metrics;
- b) Software re-use;
- c) Software engineering;
- d) Domain analysis and management;
- e) Information technology;
- f) DOD Information Assurance Certification and Accreditation Process (DIACAP) Reviews; and

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g) Certification of Networthiness (CoN).

C.4.4.2 Information Technology Management: The Contractor shall support the following to include developing strategy for IT initiatives and projects IAW the organizations needs, developing training plans and materials to strengthen workforce IT knowledge, skills and abilities, supporting strategic planning for IT services, development and implementation of business processes, performing analysis and recommending improvements to IT solutions for business processes, and supporting IT performance metrics, when specified in the individual TO. The Contractor shall support IA related actions, development of system certification and accreditation documentation, and be prepared for scheduled and non-scheduled visits from the Government for IA assessments.

C.4.4.3 Information Technology Support: The Contractor shall support the acquisition and maintenance of hardware, software and related licensing activities; review and recommend procedures for the development and maintenance of Standard Operating Procedures (SOP) for the integration of IT resources into business processes, development of policy and training for hardware and software inventories maintenance and equipment handling to include sanitization of media, hardware and software technical support, audio and video conferencing, and any electronic collaboration activities.

C.4.4.4 Database Development: The Contractor shall research programmatic, strategic, and technical information to ensure interoperability of databases throughout the U.S. Army and DoD services. In those instances when an existing capability does not meet the customers requirements, such as, servicing existing and planned system acquisition programs, reducing program life cycle costs, or implementing logistical services management, the Contractor shall modify an existing, or create a customer unique, database.

C.4.4.5 Database Management: The Contractor shall provide data and records management and services for database architectural design, development, population, implementation and usage in support of customer requirements to include the following: program acquisition management, fleet modernization, fleet fielding activities and user feedback databases.

C.4.4.6 Information Technology Opportunities: The Contractor shall provide technical consultation services regarding the potential use of existing or emerging information technology capabilities and resources, and the potential expansion and upgrade of existing resources to effectively accomplish specified mission requirements.

C.4.4.7 Office Automation and Network Services: The Contractor shall provide services in the areas of web-site services, office automation, network administration, and computer systems administration. Tasks shall include the following: troubleshoot network access problems (to include both HD and SW), develop, implement, update, and maintain web-sites, web content, or network features and SW programs, setting up new computers, modify existing computers, to include, boards, cards, mice, printers, and installing software, provide expert advice to Government users SW programs, perform administrative duties related to computers, digital personal devices and aids, printers, network and systems management, to include attendance at meetings or conferences, and maintain a database of hardware and software products.

C.4.4.8 Integrated Business Environment (IBE) and Integrated Data Environment (IDE): The Contractor shall perform services that support the implementation of IBE and IDE initiatives. The Contractor shall provide services for the development, coordination, and implementation, to include training, of IBE/IDE and related standards, specifications, implementation and migration plans, that shall include the following:

- a) Services for business process reengineering activities;
- b) Services for electronic commerce, as specified in the individual TO;
- c) Services for servers utilizing Oracle and other standard databases, to include, as a minimum: indexing, maintenance and system management and administrator functions;
- d) Evaluate functional and technical aspects for legacy, current, and new software applications and initiatives to include the following: Army Knowledge On-line (AKO), Windchill, Lotus Notes, Automated Configuration Management System (ACMS), Milestone Tracking System, Business Management System (BMS), Electronic Document Library, Production Database System, Web based initiative - web pages, Sharepoint, E-cabinet, Acquisition Professional (AcqPro), Standard Procurement System (SPS), Multi-User ECP Automated Review System (MEARS), Logistic Modernization Program (LMP) and Army Portfolio Management System (APMS);
- e) Evaluate functional and technical aspects for integrated database development, implementation, and maintenance, to include, database management and web based collaboration;
- f) Participation in Government and privately sponsored meetings and events concerning IBE/IDE related issues;
- g) Development and delivery of files in hard-copy, electronic, or digital form, as computer data files, format, and media;
- h) Recommend establishment, modification, and maintenance of security systems, to include enforcement of data protection and integrity standards IAW DoD Directive 8500.01E and DoD Directive 5220.22-M, to include tasks, such as the following: recommending controls and procedures to prevent unauthorized access of incorporating a system application that verifies user authorization at each access attempt; identification of system security vulnerabilities; and development, modification, and implementation of disaster recovery plans;

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i) Ensure that specified Government websites, software, and computer hardware, to include, SharePoint, Windchill, and other collaborative sites built, are Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) compliant;

j) Conduct tradeoffs, studies, and analyses to service, develop, implement or modify the specified IBE and IDE approach. The status of those studies shall be reviewed IAW the individual TO and the results of the reviews shall be documented as part of the detailed design;

k) The Contractor's approach shall include an IBE and IDE architecture that shall drive the IBE and IDE design and implementation. In addition to maintaining the capacity to retrieve data from legacy systems, the IBE and IDE architecture shall allow for the interface with program office information systems;

l) Develop and implement procedures for establishing and administering user accounts for the IBE and IDE. The Contractor shall provide browser-based access to Contractor developed or Contractor owned applications; and

m) Develop, maintain, and implement a training program for IBE and IDE users. Tasks shall include analysis of the training required and best method of presenting and communicating training. The Contractor shall maximize the reuse of current training documents.

C.4.4.9 Mission Critical Computer Resources (MCCR): The Contractor shall utilize IEEE/EIA 12207 for all software development activities necessary to meet the Information Assurance Verification (IAV) performance specifications. The Contractor shall develop, control and maintain all activities and documentation associated with ISO 12207, as specified by the individual TOs.

C.4.4.10 Software Support: The Contractor shall provide production software support and function as the software support activity. The Contractor shall follow the standards IAW IEEE/EIA 12207 to maintain and upgrade MCCR. The Contractor shall perform all software maintenance and support activities, as specified by the individual TOs.

C.4.4.11 Software Quality and Software Quality Metrics: The Contractor shall apply software quality and software quality metrics to software when specified by the individual TO to include the following: requirements definition and stability, software progress, computer resource utilization, trouble reporting, test coverage and software development manpower.

C.4.4.12 Surge Support: The Contractor shall support surge needs and requirements as specified in the individual TO. The Contractor shall provide technical expertise, analyses, management support, project engineering, logistical analysis and support, conceptual and detail design, design and fabrication of prototypes, demonstrators, advanced concept technology demonstrators and advanced technology demonstrators and identify and support transformational technologies and collaborative efforts. The Contractor shall conduct research, development, and engineering support for relevant functional areas of current or emerging technologies and research. Specific surge areas shall include, the following: technology and vehicle concept analysis; trade studies; laboratory and test equipment analysis; analysis of support staffing; identification of the best technical solutions among a set of proposed viable solutions; requirements analysis; analysis of user requirements and identification of vehicle components, subsystems, and systems that correctly address the requirements; technology survey, assessments, and identification; assessment of the capabilities of both existing and future technologies that are applicable for the vehicle concept being studied; CAD Concept Modeling; and develop a 3D solid model CAD for engineering concept analysis, as specified in the individual TOs.

#### C.4.5 Program Management

C.4.5.1 Program Management Support: The Contractor shall perform program management support activities, to include, technical and administrative support for program reviews, milestone decision events, cost/benefits analysis, cost estimating, scheduling, industrial capability and competition analysis, and development and update of the acquisition planning and accomplishment documentation.

#### C.4.5.2 Acquisition Management Support

C.4.5.2.1 Better Buying Power: The Contractor shall perform the following better buying power initiative related support tasks IAW the following:

a) Make assessments, perform reviews, and develop recommendations regarding the impacts to specified DoD programs resulting from current or pending Acquisition Streamlining Laws, resulting regulations, policy, and implementing guidance. This work may require the Contractor to develop methodology, assess and document potential savings or cost avoidance associated with Federal Acquisition Streamlining initiatives; and

b) Services may include modernization through spares, O&S cost reductions, tradeoff analyses, and cost benefit analysis or life cycle cost projections.

C.4.5.2.2 Market Research (MR) and Market Investigation (MI): The Contractor shall conduct Market Surveillance (MS) and Market Investigations (MI) activities to include surveillance of the market for those areas that are identified in the individual TO. Surveillance shall include searches on the internet, review of trade magazines, attendance at trade shows, and Contractor site visits. Investigation shall include the preparation and conduct of surveys for formal MIs as well as analysis of any User and Contractor Questionnaire survey responses in accordance with DoD regulations and policy, as specified in the individual TOs.

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C.4.5.3 Program Management Integration and Support: The Contractor shall provide Program Management and other services to enable the full program execution. The Contractor shall integrate appropriate technical, analytical, logistics, business management, and program support for the engineering, design, prototyping, production, fabrication and manufacturing, assembly, integration, technical data and configuration management, test and qualification, training support, production, and sustainment of specified systems, subsystems and components throughout the product life cycle. These efforts shall include development of Work Breakdown Structures (WBS), IMS, and Integrated Program Summaries, Probability of Program Success (PoPS) and related program risk management activities.

C.4.5.4 Production Planning and Analyses: IAW Production Planning and Analyses, the Contractor shall provide the following:

- a) Provide production planning and analysis services that shall include identifying alternative and multi-facility production schedules, review of Government contractor progress and 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, when specified in the individual TO;
- b) Plan, manage and conduct production readiness reviews to properly evaluate the risks associated with the entry or re-entry into production, manufacturing and overhaul program; and
- c) Provide review and evaluation support in the form of service surveillance, performance audits, and financial statement audits to compare results achieved with previously established goals to determine overall program efficacy. Services shall include: Provide performance and financial audit, management consulting services, oversight responsibilities for management related reviews, quality assurance and performance review, quality assurance and quality auditing, planning performance review, logistics verification and validation and quality assurance and compliance and maintenance of QA and inspection.

C.4.5.5 Materiel Release Services: The Contractor shall prepare release packages IAW Army regulations, coordinate timely receipt of documentation, and present status briefings.

C.4.6 Internal Operations Support and Administrative Services

C.4.6.1 Administrative Services: The Contractor shall provide the following administrative services: prepare briefing charts; recommend and coordinate the planning of Government activities, to include meetings and trips; recommend and implement database programs to track and report on activities and projects; track actions to include due dates and deadlines using an automated tracking database; and update and maintain customer web pages, when specified in the individual TO. These tasks will include use of current business software programs, such as, Microsoft Windows, Microsoft Office, Lotus SmartSuite, or equivalent program(s).

C.4.6.2 Training: As specified in the individual TO, the Contractor shall provide the following:

- a) Coordinate training classes for the Government that shall include the following: administrative services, to include, registering students for training, scheduling training sessions and reserving space and facilities for training at sites identified in the individual TO, develop class rosters, maintain attendance records, and generate training completion certificates. The Contractor shall provide technical and administrative services for conducting market surveys to identify available training courses, and sources for training, relevant to a particular training need identified in the individual TO; and
- b) Develop and deliver training to include the following: technical support for developing or delivering training courses or modules, either in-person or by electronic delivery means, to include video training modules or computer-based training; development of training plans and course plans; development of specific training content; development of training aids, to include student guides or handbooks; and the delivery of training at sites, as specified in the individual TO. The Contractor shall provide technical support for developing and delivering training to orient users on how to operate within a new or updated IBE and IDE.

C.4.6.3 Transformation Strategy: The Contractor shall provide technical support for the establishment, modification, and execution of Governmental or Army dictated transformational strategies, to include the following: synchronization of all transformation activities that combine strategic planning, change management, strategic communications, continuous improvement, campaign planning, and quality management, and transition transformation to sustainment.

C.4.6.3.1 Strategic Planning Activities: The Contractor shall support strategic planning analyses and activities to ensure that functional business areas, people, laboratories, technical thrusts and organizational areas of responsibility align to the corporate vision and mission, as specified in the individual TO.

C.4.6.3.2 Strategic Internal (Corporate) and External Communication Plans: The Contractor shall provide technical support for the establishment and execution of strategic corporate communications (internal and external) roadmap, to include support to public affairs officials and outreach activities with targeted strategies designed to reach key stakeholders and customers. This work shall include the following: identifying strategic communications opportunities, developing branding strategies and developing and maintaining communication in multiple media formats.

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C.4.6.3.3 Change Management: The Contractor shall provide technical support to enable organizational change that shall include evaluating organizational progress towards meeting strategic goals, performance of continuous improvement and other change management activities, specialized leadership and change management training, workforce training processes, and organizational development support.

C.4.6.3.4 Enterprise Management: The Contractor shall provide support in the activities that make up Enterprise Management and in the execution of the enterprise strategic plans as specified in the individual TO. This shall include support for workforce, processes, tools, laboratory management and operations.

C.4.6.3.4.1 Enterprise Surge Support: The Contractor shall support surge requirements and needs for the enterprise functions to include human capital management, developing and maintaining collaborative environments and mechanisms, laboratory management and operations, facilities management, quality process development and management, continuous improvement, portfolio management, technology transition, life cycle data management, enterprise corporate communications, and outreach as specified in the individual TO.

C.4.6.3.4.2 Enterprise Quality Management: The Contractor shall provide support to develop, implement, and manage the Enterprise Quality Management plan, establish and maintain a Quality Management System, track and measure progress and provide reports as specified in the individual TO.

C.4.6.3.5 Lean Six Sigma and Continuous Improvement Strategy: The Contractor shall provide technical support for the development and execution of continuous improvement concepts and strategies. This work shall involve tasks to include providing certified Lean Six Sigma (LSS); Design for Lean Six Sigma (DFLSS); and Design for Six Sigma (DFSS) expertise (Black Belt and Master Black Belt) in business and manufacturing processes. This will also include providing personnel experienced in continuous business improvement methodologies in order to provide personnel, training, and coaching or advisory assistance needed to support LSS, DFLSS, and DFSS activities to include the ad hoc use of specific tools; improvement methods; or statistical methods; and Design of Experiments, as specified in the individual TO. The Contractor shall provide support to recommend, maintain, and synchronize core business processes and support the enterprise level annual business cycle to include the following: strategic planning process; identification and prioritization of critical enterprise needs; program analysis and evaluation (portfolio management); program development; technical program planning and execution; technology transition; human capital management; strategic transformation; laboratory management; and shall provide systems engineering service support to TACOM LCMC, as specified in the individual TO.

C.4.6.3.5.1 Process Improvements: The Contractor shall provide services for the successful execution of customers process improvement efforts. The Contractor shall support defining process improvement implementation strategy and tactics, and identifying specific, achievable benefits, and associated metrics. This work shall involve tasks, to include, developing and providing instruction, performing consultation planning, leading projects, facilitating process improvement events, advising on the effectiveness of implementation, and validating benefits. The Contractor shall provide statistical analyses of data sets and graphical presentations of findings.

C.4.6.3.6 Infrastructure, Laboratories and Equipment Support: The Contractor shall provide support for infrastructure and utilization for laboratories. The Contractor shall provide support for, the following: laboratory master planning activities space allocation, design for architectural construction and architectural projects, equipment installation general, special, and emergency events support as specified in the individual TO.

C.4.6.3.7 Laboratory Maintenance and Technical Support: The Contractor shall operate and perform preventive maintenance, repair, and replacement for all shop, prototype, industrial, laboratory type equipment to include purchase, operation, and maintenance of specialty equipment used for research, design, and prototype activities. This shall include support for all hand receipt or durable equipment items as specified in the individual TO.

C.4.6.3.8 Base Realignment and Closure (BRAC) Studies: The Contractor shall provide support to data gathering, consolidation and analysis of data leading to draft BRAC reports, when specified by the individual TO. The Contractor shall provide the draft reports to the Government who will then finalize the analysis and reports in order to make a decision.

C.4.6.3.9 Quality Management Strategy: The Contractor shall provide technical support for the development and establishment of a quality management system.

C.4.6.3.10 Technology Transition Management: The Contractor shall support the development and execution of technology transition plans as specified in the individual TO.

C.4.7 Industrial Base Operations: The Contractor shall provide all personnel, equipment, materials and employee supervision for non-personal services necessary to perform the following support in the areas of manufacturing, maintenance, logistics and general supply for a designated Industrial Base Operation. The work to be performed, as specified in the individual TO, may include the following:

a) Operation and management of a supply support-type activity receiving, storing and shipping supplies in support of the Army's operations;

b) Inventory, inspection, repair, overhaul, modification, refurbishment, maintenance, testing, corrosion control, painting, preservation, packaging, download, upload, and RESET of various types of equipment;

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c) Production and manufacturing engineering, tool and fixture design, translation of technical data into routes, bill of materials work standards, and work instructions and other manufacturing and shop floor support functions; and

d) Kit building, refurbishing and modification of specified equipment, Care of Supplies in Storage (COSIS), and general logistical and supply management functions.

C.4.7.1 Supply Support Activity: The Contractor shall provide personnel responsible for the management and operation of a Supply Support Activity responsible for receiving and issuing supplies and equipment.

C.4.7.1.1 Shipping, Receiving and Warehousing: The Contractor shall be responsible for the receipt, inspection, maintenance, inventory, condition code classification, storage, and shipment of equipment and supplies.

C.4.7.1.2 Inventory Management: The Contractor shall perform documented inventories, pack and prepare equipment for shipment that is controlled by and directed for shipment by the DoD.

C.4.7.1.3 Supply Management: The Contractor shall provide supply management functions required to support all classes of supply, to include hazardous and non-hazardous material.

C.4.7.1.4 Equipment Maintenance: The Contractor shall repair, remove, install, refurbish, upgrade, support and provide preventative maintenance of test, production machinery and equipment to include electronic, mechanical, diagnostic, electrical, mobile and rubber products equipment and machinery.

C.4.7.1.5 Facilities Maintenance and Repair and Minor Construction and Repair: The Contractor shall provide maintenance and minor construction and repair, and preventative maintenance services, as specified in the individual TO, in support of facilities, buildings, structures, booths, test cells, bays, production operations and lines, roads and grounds and railroad beds, tracks and operations.

C.4.7.2 Maintenance Operations: The Contractor shall perform Maintenance Operations to include the following:

C.4.7.2.1 Depot Level Maintenance: The Contractor shall perform depot-level maintenance of military equipment, which shall be done IAW Depot Maintenance Work Requirements (DMWR), National Maintenance Work Requirements (NMWR), TM 10/20 Standards, contractual PWS, Shop Work Instructions (SWI) and specifications.

C.4.7.2.2 Below Depot Maintenance: The Contractor shall provide, as specified in the individual TO, mechanical repair, general logistics functions, and other supply and light maintenance missions to meet funded program timelines to include RESET efforts. This is required for organizational Direct Support (DS) and limited General Support (GS) technical inspection, maintenance and repair of specified equipment end items and related support items, and up-grades, to include, support for equipment returned from other locations.

C.4.7.2.3 TM 10/20 Reset: The Contractor shall RESET (RESET is performed on equipment that is returned from the field after being deployed) and repair equipment to standards outlined in the equipments 10 and 20 level TMs.

C.4.7.2.4 Preventive Maintenance Checks and Services (PMCS): The Contractor shall service equipment IAW equipment PMCS requirements outlined in the operators' 10 level TM for each piece of equipment and remove broken out-of-tolerance parts that are identified during the inspection phase.

C.4.7.3 Work Standards: The Contractor shall perform work IAW established and accepted industry practices, Federal and State Regulations, DoD regulatory guidance, local Letters of Instruction (LOI), SOPs, SWIs, Work Execution Orders (WEOs) and mandatory formal, informal, and on-the-job training requirements to include environmental, hazardous material, and spill preventative maintenance, countermeasure and control tasks and any environmental cleanup.

C.4.7.3.1 Work Instructions: The Contractor shall prepare draft work instruction procedures that comply with the technical instructions provided and contained in the applicable TMs, Regulatory Guidance, LOIs, SOPs, SOW or WEOs IAW best commercial practices for the work effort being performed, as specified in the individual TO.

C.4.7.4 Quality Standards

C.4.7.4.1 Quality Control Plan (QCP): The Contractor shall develop and implement a QCP as part of the Quality Management System Standard of the ISO certification. This QCP shall detail Contractor responsibilities for performance of work, accountability for all Government Furnished Equipment (GFE), compliance with Government furnished technical manuals, and conformance with depot rules and policies.

C.4.7.4.2 Inspection and Documentation: The Contractor shall execute certification that work has been accomplished, and shall complete and maintain accurate inspection work sheets which identify time expended to accomplish the work. DA Form 2404 (Equipment Inspection and Maintenance Worksheet) will be used for initial inspection and to track work accomplished.

C.4.7.4.3 Final Acceptance: Systems manufactured, overhauled, repaired, or reset by the Contractor shall pass a final acceptance

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inspection conducted by Depot/Arsenal Quality Assurance Inspectors. This acceptance inspection will be performed against customer specifications and best commercial practices. Inspection results will be documented and become a part of the Contractor's performance record.

**C.4.7.4.4 Standard Practices:** The Contractor shall apply standard Army practices and procedures applicable to the depot and arsenal work requirements and effective Program Management, Quality, Safety, ISO Compliance and Control processes and procedures to be observed and reported to the PCO for acceptance IAW the QASP at the TO level, when specified in the individual TO.

**C.4.8 Logbook Documentation:** The Contractor shall complete and maintain the following Logbook forms, when specified in the individual TO: DD Form 314 (Preventative Maintenance Schedule and Record), DA Form 2408-5 (Equipment Modification Record), DA Form 2408-9 (Equipment Control Record), DA Form 2408-14 (Uncorrected Fault Record), DA Form 2408-20 (Oil Analysis Log), and DA Form 2409 (Equipment Maintenance Log).

**C.4.9 Voluntary Protection Program (VPP):** The Contractor shall recommend operational procedures for improving and optimizing the DoD VPP Center of Excellence capabilities in order to formulate and execute innovative processes and tools, training and technologies and to put into practice Occupational Safety and Health Administrations (OSHA) VPP.

\*\*\* END OF NARRATIVE C0001 \*\*\*

Regulatory Cite	Title	Date
C-1 52.204-4003 (TACOM)	START OF WORK MEETING	SEP/2013

The contractor shall hold a start of work meeting at its facility, unless some other location is designated in the contract, within -1- [TBD AT TO LEVEL] days after contract award. The Start of Work Meeting is to assure a clear and mutual understanding of the contract terms, conditions, line items, technical requirements and sequence of events needed for successful execution of the subject contract effort. The contractor shall participate with Government to arrange a schedule and agenda for the meeting.

The contractor shall at a minimum invite the Government contracting personnel (PCO/Contract Specialist). At the discretion of the PCO, other Government technical personnel (Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, Quality Assurance personnel, DCMA, etc.) may also be invited to the meeting. All Government invitees shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email. The contractor shall provide the Government with minutes of the Start of Work Meeting within -2- [TBD AT TO LEVEL] days after the meeting is held.

[End of Clause]

C-2	52.204-4600	TRUSTED ASSOCIATE SPONSORSHIP SYSTEM (TASS) PROGRAM	OCT/2013
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The contractor is responsible for processing applications for Common Access Cards (CAC) for every contractor employee who deploys with the military force, OR who has need to access any government computer network in accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel.

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

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

It is recommended that a Corporate Facility Security Officer (FSO) be established to serve as your firms single point of contact for Trusted Associate Sponsorship System (TASS). If a FSO is not established, each contractor employee requiring a CAC card will be required to process their own applications.

CAC applications must be processed through the DoDs TASS. The contractors FSO or contractor employee shall submit requests for a CAC via email to the TASS Trusted Agent (TA) at -1- [TBD AT TO LEVEL] before accessing the TASS website.

The government will establish a TASS application account for each CAC request and will provide each contractor employee a USER ID and Password via email to the FSO. The FSO or contractor employee shall access the TASS account and complete the CAC application

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 33 of 229</b>
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(entering/editing contractor information as applicable) at  
<https://www.dmdc.osd.mil/tass/operator/consent?continueToUrl=%2Ftass%2Findex.jsp>.

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

The government will inform the contractors applicant via email of one of the following:

- Approved\*. Upon approval, the information is transferred to the Defense Enrollment Eligibility Reporting System (DEERS) database and an email notification is sent to the contractor with instructions on obtaining their CAC. The contractor proceeds to a Real-Time Automated Personnel Identification System (RAPIDS) station (<https://www.dmdc.osd.mil/rsl/> provides RAPIDS locations).
- Rejected\*. Government in separate correspondence will provide reason(s) for rejection.
- Returned. Additional information, or correction to the application, required by the contractor employee.

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

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

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

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

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

Details and training on TASS are available on AKO at <https://www.us.army.mil/suite/portal/index.jsp> or by contacting the CAC helpdesk at [cacsupport@mail.mil](mailto:cacsupport@mail.mil) or 866-738-3222.

(End of Clause)

C-3      52.209-4020      ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT      OCT/2013  
(TACOM)

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within [TBD AT TO LEVEL] calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each contractor employee and subcontractor employee requiring access to Army installations, facilities, or controlled access areas to the COR (or to the contracting officer, if a COR is not assigned) within [XX]\*\*[TBD AT TO LEVEL] calendar days after completion of training AT Level I awareness training is available at <https://atlevell.dtic.mil/at>.

(end of clause)

C-4      52.209-4022      iWATCH TRAINING      JUN/2012  
(TACOM)

The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within [TBD AT TO LEVEL] calendar days of contract award and within [TBD AT TO LEVEL] calendar days of new employees commencing performance, with the results reported to the COR no later than [TBD AT TO LEVEL] calendar days after contract award.

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(End of Clause)

C-5            5152.222-5900        PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS,        AUG/2011  
(C-JTSCC)            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.

(End of clause)

C-6            5152.223-5900        REPORTING KIDNAPPINGS, SERIOUS INJURIES, AND DEATHS        AUG/2011  
(C-JTSCC)

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number  
Contract Description & Location  
Company Name

Reporting party:  
Name  
Phone number  
e-mail address

Victim:  
Name

**Name of Offeror or Contractor:**

Gender (Male/Female)  
Age  
Nationality  
Country of permanent residence

**Incident:**

Description  
Location  
Date and time  
Other Pertinent Information

(End of clause)

C-7 5152.225-5900 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES DEC/2011  
(C-JTSCC) CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION

(a) General. Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, Office of Security Cooperation-Iraq (OSC-I) and United States Forces - Afghanistan (USFOR-A) Commander orders, instructions, policies and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.50, Private Security Contractors (PSC-) Operating in Contingency Operations;
- (2) DODI 3020.41, Operational Contract Support
- (3) DODI 5210.56, Carrying of Firearms and the Use of Force by DoD Personnel Engaged in Security, Law and Order, or Counterintelligence Activities;
- (4) DFARS 252.225-7039, Contractors Performing Private Security Functions;
- (5) DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S Armed Forces Deployed Outside the United States;
- (6) Class Deviation 2011 -00004, Contractor Personnel in the United States Central Command Area of Responsibility (DFARS 252.225-7995);
- (7) USFOR-A, FRAGO 11-128, Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operations Area - Afghanistan (CJOA-A);
- (8) OSC-I OPORD 11-01 , Annex C, Appendix 20;
- (9) U.S. CENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel, dated 18 Jan 2011;
- (10) Office of Security Cooperation-Iraq (OSC-I) Policy Memorandum #14 - Civilian Arming Program (CAP), dated 23 November 2011;

(b) Required Contractor Documentation. Contractors and their subcontractors at all tiers that require arming approval shall provide to the arming approval authority via the COR consistent documentation (signed and dated by the employee and employer as applicable) for each of their employees who will seek authorization to be armed under the contract as follows:

- (1) Weapons Qualification/Familiarization. All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency. Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
- (3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.
- (4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.
- (5) A copy of the contract between the contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.
- (6) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior.
- (7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior.

(c) Communication Plan. The contractor will submit to the COR a communications plan that, at a minimum, sets forth the following:

- (1) The contractor's method of notifying the OSC-I Base Defense Operations Center (BDOC) (Iraq) and military forces (Afghanistan) requesting assistance where hostilities arise, combat action is needed, or serious incidents have been observed.
- (2) How relevant threat information will be shared between contractor security personnel and U.S. military forces .
- (3) How the contractor will coordinate transportation with appropriate OSC-I or USFOR-A authorities.

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(d) Plan for Accomplishing Employee Vetting. The contractor will submit to the COR an acceptable plan for vetting all contractor and subcontractor local national and third country national employees. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan):

(1) Local Nationals: Perform Local and National Agency background checks in accordance with Host Nation Government policies and protocols.

(2) Use one or more of the following sources when conducting the background checks on Third Country Nationals: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, or CIA records.

(3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies prior to submitting arming requests. All local nationals and third country nationals will voluntarily submit to routine biometric screening in accordance with local installation policies and procedures. The contractor will immediately notify the COR, local installation Force Protection agency, and the theater arming approval authority of any individuals who are revealed as potential security risks during biometric processing.

(4) The Contractor shall provide to the COR official written certification of candidate(s) suitability for employment. This certification may address multiple employees on a single certification but must clearly state each employee was vetted in accordance with the Contractor's plan for accomplishing employee vetting.

(e) Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force, training, arming authorization, and incident reporting requirements may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

(f) Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same to the civil and criminal jurisdiction of the U.S. and Host Nation. "Host Nation" refers to the nation or nations where services under this contract are performed. Additionally, the arming authority's authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training). (Afghanistan only)

(g) Lapses in Training or Authorization. Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority.

(h) Authorized Weapon & Ammunition Types. Unless the BDOC for Iraq or the Deputy Commander of USCENTCOM (DCDRUSCENTCOM) (or a designee) for Afghanistan expressly provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. Notwithstanding Host Nation laws or regulations that would allow use of heavier weapons by contract security/PSC, all DoD security service / PSC contractors must have weapons approved by the RSO or DCDRUSCENTCOM (or a designee) before use. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the arming authority for use in Iraq and Afghanistan:

(1) The M9, M4, M16, or equivalent (equivalency determination by the appropriate arming authority).

(2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

(3) Standard authorized weapons are selectable fire semi-automatic weapons only. All Non-U.S. and Non-standard weapons must be submitted to the theater arming authority for review and approval. Non-standard weapons are classified as any machine gun, belt-fed or crew served weapon or any weapon utilizing ammunition greater than 7.62mm X 51mm NATO. Contractors must also provide scorecards and criteria for qualification appropriate to the Non-standard weapon's caliber.

(4) U.S. government Ball ammunition is the standard approved ammunition.

(i) Requirements for Individual Weapons Possession. All employees of the contractor and its subcontractors at all tiers who are authorized to be armed under this contract must:

(1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (b) and subsequently authorized to carry.

(2) Carry weapons only when on duty or at a specific post (according to their authorization).

(3) Not conceal any weapons, unless specifically authorized.

(4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer.

(5) IAW USCENTCOM G.O. #1, consumption of alcohol or use of any intoxicating substances which may impair judgment, medication or otherwise in Afghanistan is prohibited.

(6) Employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage or use any judgment impairing substance when armed for personal protection.

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(j) Weapons/Equipment Restrictions and Responsibilities. Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

(k) Rules for the Use of Force (RUF). In addition to the RUF and ROE training referenced in paragraph (b), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF and/or otherwise trigger reporting requirements as serious incidents. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

- (1) Failing to cooperate with Coalition and Host Nation forces.
- (2) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm.
- (3) Failing to use a graduated force approach.
- (4) Failing to treat the local civilians with humanity or respect.
- (5) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(l) Retention and Review of Records. The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

(m) Contractor Vehicles. Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

(n) Monthly Reporting. The prime contractor will report monthly arming status to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer in accordance with theater policy and the time lines defined in the Performance Work Statement.

(End of clause)

C-8 5152.225-5901 ARMED PERSONNEL INCIDENT REPORTS  
(C-JTSSC)

DEC/2011

(a) All contractors and subcontractors in the Iraq or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting the Office of Security Cooperation-Iraq (OSC-I) or USFOR-A personnel or forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective OSC-I or USFOR-A Commanders relating to force protection and safety.

(b) IRAQ: Contractors shall provide an initial report of all weapons firing incidents or any other serious incidents they or their contractors are involved in to nearest OSC-I Base Defense Operations Center (BDOC) (listed below) as soon as practical, but not later than 4 hours after the incident. The contractor and its subcontractors at all tiers shall submit a written report to the BDOC, the Contracting Officer (KO) within 96 hours of the incident. Interim reports shall be submitted between the initial and final report should also be sent to the OSC-I JOC: DLOSC-ICHOPS@iraq.centcom.mil or SVOIP 708-243-2483.

Umm Qasr	708-241 -5490
Besmaya	708-242-0012/0014
Taji	708-242-6775/6205
Union III	708-243-2377
Tikrit	709-242-1002
Kirkuk	708-242-2203

(c) AFGHANISTAN: In the event a weapon firing incident or any other serious incident, contractors shall prepare and submit an initial incident report as soon as feasible, but not later than 4 hours from the beginning of the incident, to the Contracting Officer (KO), Contracting Officer's Representative (COR), USFOR-A ACOD, and USFOR-A J3 Situational Awareness Room (SAR). Additionally, the contractor and its subcontractors at all tiers shall submit a written report to the above personnel within 96 hours of the incident. Information shall include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. Contractors and anyone retransmitting the report shall make reasonable efforts to transmit incident reports via secured means (SIPRnet or CENTRIX) when the incident report includes operationally sensitive information.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response

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forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/SAR Watch. Contractor and subcontractor personnel shall carry their Letter of Authorization (LOA) on their person at all times.

(End of clause)

C-9                    5152.225-5902        FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS                    DEC/2011  
(C-JTSCC)

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI >= 40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Menieres Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2011.html> (change fiscal year as applicable).

(End of clause)

C-10                    5152.225-5904        MONTHLY CONTRACTOR CENSUS REPORTING                    AUG/2011  
(C-JTSCC)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.

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- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2011-00004.

(End of Clause)

C-11 5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR DEC/2011  
(C-JTSCC) EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR)

(a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases are screened and receive all required immunizations in accordance with USCENTCOM 021922Z Dec 11 Mod Eleven to USCENTCOM Individual Protection and Individual Unit Deployment Policy found on: <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>. All immunizations will be given IAW Ref S. Refer to the military vaccine agency website (<http://www.vaccines.mil>).

(1) U.S. Contractors may initially utilize a tuberculosis (TB) testing method of either a chest x-ray or TB skin test (TST), depending on the originating country of a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, BMI and symptom survey.

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractors medical provider or local economy provider who will look for interval changes from prior CXRs and review any changes in the symptom survey.

(iii) SRNs do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVACd out of theater, at the contractors expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request. (2) TB screening and documentation is a requirement prior to receiving badges to work in the CENTCOM Area of Operations. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center prior to issuance of base access badges.

(b) LN and TCN contractor employees, including subcontractors at any tier, involved in food service, water and/or ice production facilities must be screened annually for signs and symptoms of infectious diseases. Contractors must ensure employees receive Typhoid and Hepatitis A (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees vaccination records for examination by the Contracting Officer.

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the contractors chosen health care provider for their contracted and

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subcontracted personnel. NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation as Supplemented, and FRAGOs) as applicable regarding Medical Screening and Vaccination Requirements.

(End of clause)

C-12 5152.247-5900 INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS APR/2012  
(C-JTSCC)

a. Movement and coordination of inbound and outbound cargo in Afghanistan is critical to ensuring an effective drawdown. The contractor shall provide visibility of their inbound cargo and equipment via the Synchronized Pre-deployment Operational Tracker (SPOT) census for their contract. This requirement includes the prime's, and subcontractor's at all tiers, cargo and equipment. The contractor shall report any individual piece of equipment valued at \$50,000 or more. Incoming cargo and equipment census data shall be input 30 days prior to start of performance or delivery of supplies and quarterly thereafter for inbound and outbound equipment.

b. This reporting is required on Rolling Stock (RS), Non Rolling Stock (RNRS), and Twenty foot Equivalent Units (TEU). The following definitions apply to these equipment/cargo categories:

(1) Rolling Stock (RS): All equipment with wheels or tracks that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of RS include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).

(2) Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer-mounted or originally designed to be driven or towed over a roadway.

(3) Twenty foot Equivalent Units (TEU): Standard unit for describing a ship's cargo capacity, or a shipping terminal's cargo handling capacity. One TEU represents the cargo capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.

c. This data will be used by United States Forces-Afghanistan (USFOR-A) to assist in tracking the drawdown of Afghanistan. The contractor is responsible for movement of their own cargo and equipment. The data provided by contractors is for informational purposes only in order to plan and coordinate the drawdown effort. The Government assumes no responsibility for contractor demobilization except as stated in individual contract terms and conditions.

(End)

C-13 52.204-4020 ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES JUN/2012  
(TACOM)

The contractor and all associated subcontractors employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures (provided by the Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

(End of Clause)

C-14 52.204-4021 CONTRACTOR EMPLOYEES WHO REQUIRE ACCESS TO GOVERNMENT INFORMATION JUN/2012  
(TACOM) SYSTEMS

All contractor employees shall be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and must successfully complete the DoD Information Assurance Awareness training prior to access to the information system, and annually thereafter.

(End of Clause)

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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**Name of Offeror or Contractor:**

C-15            52.204-4022            REQUIREMENT FOR AN OPSEC STANDING OPERATION PROCEDURE/PLAN            JAN/2014  
(TACOM)

a. The contractor is subject to provisions of the TACOM LCMC OPSEC Standing Operating Procedures (SOP/Plan), or other U.S. Government OPSEC plan, per AR 530-1, Operations Security. This SOP/Plan specifies the governments critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it.

b. The contractor will receive a copy of the SOP/Plan at time of award. Local form STA Form 7114 (or similar) will be used to document and record security OPSEC reviews which are conducted by G2, TACOM LCMC or individual organizations supporting OPSEC Officers.

c. The contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure that this individual is OPSEC Level I.

(End of Clause)

C-16            52.209-4021            ANTI-TERRORISM (AT) AWARENESS TRAINING REQUIREMENT FOR CONTRACTOR            JUN/2012  
(TACOM)            PERSONNEL TRAVELING OVERSEAS

Contractor employees and associated subcontractor employees shall receive government-provided Anti-Terrorism (AT) awareness training specific to the area of responsibility (AOR) as directed by AR 525-13. Specific AOR training content is to be directed by the combatant commander, with the unit Anti-Terrorism Officer (ATO) being the local point of contact.

(End of Clause)

C-17            52.209-4023            OPSEC TRAINING REQUIREMENT            JUN/2012  
(TACOM)

Per AR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within 30 calendar days of reporting for duty. All contractor employees must complete annual OPSEC awareness training.

(End of Clause)

C-18            52.209-4024            INFORMATION ASSURANCE (IA)/INFORMATION TECHNOLOGY (IT) TRAINING            JUN/2012  
(TACOM)

All contractor employees and associated subcontractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M, and AR 25-2 within six months of employment.

(End of Clause)

C-19            52.237-4000            CONTRACTOR MANPOWER REPORTING (CMR)            FEB/2013  
(TACOM)

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 services provided under this contract via secure data collection site. The contractor is required to completely fill in all required data fields 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;

**Name of Offeror or Contractor:**

- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) 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).

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

End of Clause]

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**Name of Offeror or Contractor:**

## SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY/2001
E-2	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-3	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-4	52.246-6	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR	MAY/2001
E-5	52.246-6	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001) -- ALTERNATE I (APR 1984)	APR/1984
E-6	52.242-4013 ALT I (TACOM)	BALLISTIC TESTING - ALTERNATE ONE	NOV/2005

(a) In addition to inspection requirements set forth in applicable drawings and/or specifications, the specification(s) indicated below shall apply to this contract:

-1- [TBD AT TO LEVEL]

(b) The above specifications require Ballistic Testing unless specifically waived by drawing or other contractual document. Prior to production and during production, if required by specification, the quantity of test samples required by any of the above specifications shall be accompanied by test data required by individual specification. The test data shall include:

- (1) Declared chemical analysis and chemical analysis results representing material for test (if required by specification).
- (2) Mechanical Properties Test Results (if required by specification).
- (3) Charpy Impact Test results representing material for test (if required by specification).
- (4) Brinell or Rockwell hardness test results representing material for test (if hardness values are required by specification).
- (5) Radiographic Inspection Record to include data required by ASTM E1742 including marking and acceptance requirement. (If Radiographic Inspection is required by the specification.)
- (6) Stress Corrosion Resistance Test results required by paragraph 3.4 of MIL-DTL-46063 and paragraph 3.5 of MIL-DTL-46027 (if required by the contract or specification).

(c) In addition to the requirements of paragraph (b), test plates related to qualification of weld procedure or weld repair procedure shall be accompanied by data to include information required by format of specification and shall also identify position of welding. (If Ballistic Qualification of Weld Procedure is required by specification). Unless otherwise specified by the applicable drawing/specification, or contractual clause, a minimum of one ballistic test specimen shall be prepared for each material thickness, joint design, configuration and weld procedure.

(d) Items to be tested shall be marked to include all marking requirements of the individual specification. Further, Identify P/N(s) which the test item represents.

(e) The Contractor may use its own form to supply required data specified in paragraphs (b) and (c) above. The data shall accompany test samples and shall be forwarded to:

Commander USA ATC  
Bldg. 358 (ext 3-4938)  
ATTN: CSTE-DTC-AT-SL-V  
(D. Gessleman)  
400 Collieran Rd.  
APG, MD 21005-5059

IMPORTANT: Contractor must obtain approval from PCO prior to shipping test samples to APG. ALSO, The contractor shall clearly mark the Developmental Test Command Project Number on the outside of the shipping container.\*

\*The Developmental Test Command Project Number will be provided by the PCO after the supplier notifies the PCO of the approximate shipping date of the ballistic test samples.

(f) One copy of the required data, (see paragraph (e)), not to include test samples, shall be forwarded to U.S. Army Tank-automotive and Armaments Command, ATTN: AMSRD-TAR-E/ -2- [TBD AT TO LEVEL], Warren, MI 48397-5000. Data shall be verified for accuracy by Government Representatives (QAR) at the Contractor's facility.

Name of Offeror or Contractor:

(g) In order for the Procuring Activity to obtain ballistic test funds in a timely manner, the contractor shall adhere to the following: At least 60 days prior to shipment of ballistic test samples, the Contractor shall furnish written notification to the U.S. Army Tank-automotive and Armaments Command, ATTN: AMSRD-TAR-E/ -3- [TBD AT TO LEVEL], Warren, Michigan 48397-5000, with a copy furnished to the Administrative Contracting Officer advising of the approximate shipment date. This information shall include:

- (1) Prime Contractor:
(2) Prime Contract Number:
(3) Material Specification:
(4) Number of Test Samples:
(5) Heat Numbers:
(6) Sample Weight:
(7) Sample Dimensions:
(8) Steel/Aluminum/Composite Manufacturer
(9) Part Number

(h) Ballistic testing shall be scheduled not later than 10 days after receipt of the contractor test item(s). Testing and the preparation of summary report and findings for the contracting officer shall require an additional 20 days. The contractor shall, at its request, be entitled to a day-for-day extension in the delivery schedule if the Government does not conduct and approve or disapprove the ballistic testing pursuant to the timeframes identified in paragraphs (i) and (j) herein.

(i) Within 30 calendar days after receipt by the contracting officer of a report of test results from the test activity, the contracting officer shall provide the contractor with written notice of approval or disapproval of the ballistic test.

(1) Test Approval shall constitute authorization for the contractor to begin full-rate production of items conforming to the approved test sample(s). (Note that if this contract also contains FAR 52.209-3 (First Article Approval/Contractor Testing) the approval of ballistic testing is required in addition to the approval of the test report required by 52.209-3). Said approval shall apply for the balance of the contractual quantity, except that if the specification requires periodic ballistic testing in addition to ballistic testing of an initial production sample, the approval of each successive ballistic test shall be deemed to cover all subsequent production items up to, but not including, the next required ballistic-test item.

(2) Notice of test disapproval shall be accompanied by identification of the special nature of the item failure(s). A failure to pass ballistic testing shall be deemed a failure of the contractor to make delivery within the meaning of the DEFAULT clause in section I of this contract. At its option, the Government may order the contractor to provide one or more additional sample items, with previous deficiencies corrected, for a follow-on ballistic test. All costs for such additional test items, to include costs of transportation to the test site, and all costs of retesting, shall be borne by the contractor, who shall not be entitled to any equitable adjustment on account of such costs. The contractor shall provide the quantity of additional sample items within the time period directed by the Government, and shall not be entitled to an equitable adjustment in price, or to an extension in delivery schedule, on account of any retesting occasioned by a failure to pass ballistic testing.

(j) Prior to Government approval of ballistic testing, the contractor may not acquire material or components for, or begin production of, the balance of the contractual quantity except at the contractor's sole risk. Such costs, if incurred prior to Government approval of the ballistic test, shall not be allocable to this contract for progress-payment purposes or for termination settlements.

[End of Clause]

E-7 (52.246-4006) INSPECTION POINT: ORIGIN; ACCEPTANCE POINT: DESTINATION FEB/1995 (TACOM)

The Government's inspection of the supplies offered under this order shall take place at ORIGIN. The Government's acceptance of the supplies offered under this order shall take place at DESTINATION. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection.

Contractor's Plant: (Name and Address)

Subcontractor's Plant: (Name and Address)

[End of Clause]



**Name of Offeror or Contractor:**

## SECTION F - DELIVERIES OR PERFORMANCE

F.1 DELIVERIES OR PERFORMANCE CLAUSES

Clauses and other requirements regarding deliveries or performance shall be designated by the contracting officer at the task order level.

F.2 PLACE OF PERFORMANCE

The services to be provided under the KBS contract suite shall be accomplished at the locations identified in the task order and may include locations in the Continental United States (CONUS) and Outside the CONUS (OCONUS).

F.3 KBS CONTRACT SUITE ORDERING PERIOD

The ordering period for the KBS contract suite will be five years from the date of the IDIQ awards.

F.4 TASK ORDER PERIOD OF PERFORMANCE

F.4.1 The period of performance of an individual task order will be considered when the requirement arises. ACC-WRN anticipates that most task orders issued against the KBS contract suite will have up to a three-year performance period; the most common performance schedule for task orders will be a 12-month base period with two 12-month option periods. ACC-WRN will ensure that a task order service requirement does not exceed five years.

F.4.2 Task orders must be solicited and awarded up to the last day of the KBS contract suite ordering period expiring.

F.4.3 Task order option periods may be exercised after the KBS contract suite ordering period expires as long as the final task order option period does not extend the cumulative term of the task order beyond five years after the KBS contract suite ordering period expires.

F.4.4 After the KBS contract suite ordering period expires, the KBS contract suite will remain an active IDIQ contract until the final task order is closed-out and shall govern the terms and conditions with respect to active task orders to the same extent as if it were completed during the KBS contract suite ordering period.

F.5 PERFORMANCE STANDARDS

F.5.1 The KBS IDIQ contract is a performance based contract with measurable standards in terms of quality and timeliness of deliverables and compliances in accordance with individual task orders issued against this suite.

F.5.2 The contractor shall maintain an adequate accounting system throughout the performance period of the KBS contract suite.

F.5.3 Any proposed systems, compliances, and certifications shall be maintained at the contractor's current level or higher at time of award throughout the period of performance of the KBS contract suite.

## F.5.4 Deliverable and Reporting Requirements

Task order deliverables and reporting will be specified by the contracting officer at the task order level. All deliverables and reports required by an individual task order shall be submitted prior to the last day of the period of performance, or in accordance with the delivery schedule specified in the task order, whichever is sooner. If a deliverable is due on a calendar day that falls on a weekend day or a Government holiday, the deliverable or report is due the following business day.

\*\*\* END OF NARRATIVE F0001 \*\*\*

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	FEB/2006
F-6	52.247-34	F.O.B. DESTINATION	NOV/1991
F-7	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-8	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	FEB/2006
F-9	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003

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Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-10	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-11	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-12	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-13	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-14	52.242-4022 (TACOM)	DELIVERY SCHEDULE	SEP/2008

(a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires delivery to be made according to the following schedule:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
-1-	-2-	-3-
[TBD AT TO LEVEL]	[TBD AT TO LEVEL]	[TBD AT TO LEVEL]

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
-1-	-2-	-4-
[TBD AT TO LEVEL]	[TBD AT TO LEVEL]	[TBD AT TO LEVEL]

(d) Accelerated delivery schedule -5- acceptable.

(e) If an accelerated delivery schedule is not acceptable, the required delivery schedule above will apply. If it is acceptable, you may propose an accelerated delivery schedule at no additional cost; fill in the appropriate information here:

(1) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
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(2) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
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[End of Clause]

## Name of Offeror or Contractor:

F-15 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS  
(WARREN)

APR/2012

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, if required at the TO level, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officers best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box \_\_\_\_, Fiber Box \_\_\_\_, Barrel \_\_\_\_, Reel \_\_\_\_, Drum \_\_\_\_, Other (Specify) \_\_\_\_\_;

(ii) Shipping configuration: Knocked-down \_\_\_\_, Set-up \_\_\_\_, Nested \_\_\_\_, Other (specify) \_\_\_\_\_;

(iii) Size of container: \_\_\_\_ (Length), x \_\_\_\_ (Width), x \_\_\_\_ (Height) = \_\_\_\_ Cubic Ft;

(iv) Number of items per container \_\_\_\_\_ each;

(v) Gross weight of container and contents \_\_\_\_ Lbs;

(vi) Palletized/skidded \_\_\_\_Yes \_\_\_\_ No;

(vii) Number of containers per pallet/skid \_\_\_\_\_;

(viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ Lbs;

(ix) Size of pallet/skid and contents \_\_\_\_\_ Lbs\* Cube \_\_\_\_\_;

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation \_\_\_\_\_;

(ii) Tender/Tariff \_\_\_\_\_;

(iii) Item \_\_\_\_\_.

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of Clause)

\*52.247-4060, TACOM Clarification for Guaranteed Shipping Characteristics

While the Guaranteed Shipping Characteristics clause at 52.247-60 requires at item (ix) the size of pallet/skid and contents, TACOM requests that contractors use the following to calculate the data:

a. To calculate Lbs in item (ix) above: [(v) x (vii)] + (viii)

b. To calculate Cube in item (ix) above: provide length, width and height of loaded pallet in inches. This should be greater than item (iii).

(End of TACOM clause clarifying language)



Name of Offeror or Contractor:

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

(1) Facilities for shipping by rail

- [ ] are
[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

(NAME) (LOCATION)

(3) Facilities for shipping by water

- [ ] are
[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

- [ ] are
[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL: /Unit MOTOR: /Unit WATER: /Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Clause]

F-21 52.247-4011 FOB POINT (TACOM)

SEP/1978

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant: (City) (State) (ZIP) (County)

(2) Subcontractor's Plant:

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**Name of Offeror or Contractor:**

(City) (State) (ZIP) (County)

[End of Clause]

F-22 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009  
(TACOM) ADDRESSES

Rail/ Motor _SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
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471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
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209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
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661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
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764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003
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\*\*\*SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

- New Cumberland Army Depot
- Red River Army Depot
- Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority

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shipments will be made equally to each of the designated destinations.

[End of Clause]

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ISSUANCE OF TO REQUIREMENTS

The following ordering procedures apply to all TOs issued under this MA IDIQ contract suite. Any services to be furnished under this MA IDIQ contract suite will be obtained by the Government through the issuance of fully executed TOs.

## H.1.1 Authority to Place a TO

This MA IDIQ contract suite will be primarily used by PEO CS&CSS, PEO GCS, SoSE&I, TARDEC, PM LAV, ILSC, and any organization under TACOM LCMC; however, on a case-by-case basis, other US Army contracting offices having Knowledge-Based Service requirements within the scope of this contract suite may be delegated authority to place orders against this contract suite by the TS3 PCO which is currently Ms. Renee Marie Collica, <mailto:renee.m.collica.civ@mail.mil>.

TO PCO(s) will follow the policies and procedures in DFARS 216.505-70, "Orders under Multiple Award Contracts", the TS3 Family of Contracts Ordering Guide, and local guidance to the extent that it does not conflict with the terms and conditions of this contract.

## H.1.2 Types Of Orders

Any contract types specified in FAR Part 16, Types of Contracts, or any combination thereof, will be permitted for use on TOs issued against the KBS contract suite.

The Government intends to solicit, negotiate, and award TOs on a bilateral basis; however, the Government reserves the right to unilaterally award TOs subject to the terms and conditions of the contract and shall be considered accepted by the contractor unless rejected in writing within three business days after issuance.

## H.1.3 Fair Opportunity

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

## H.1.4 Unauthorized Work

The contractor shall not commence TO performance without an executed TO. Notwithstanding any of the other provisions of this contract, the TO PCO shall be the only individual on behalf of the Government to:

H.1.4.1 Accept nonconforming work;

H.1.4.2 Waive any requirement of this contract; or

H.1.4.3 Modify any term or condition of this contract.

## H.1.5 TO Funding

Funding will be authorized and obligated at the TO level.

## H.1.6 Security Requirements

H.1.6.1 Some TOs issued against the KBS contract suite may have classified tasks for the contractor to perform. If the contractor is responsible for the performance of classified tasks, the TO will be solicited with a Department of Defense (DD) Form 254, Contract Security Classification Specification, detailing the clearance and safeguarding levels, if any, required, before the contractor can begin performance against the classified requirement(s). The contractor shall conform to all security requirements as detailed in the DD 254, if included with the TO. Once the contractor has the required level of clearance, the contractor will be permitted access to the classified Government data. Interim clearances may be granted by the Government, at the TO level, on a case-by-case basis. The Government will execute surveillance of the DD 254 requirements at the TO level.

H.1.6.2 If the DD 254 is marked Top Secret and/or Blocks 10.a, b, d, e, f, or g on the DD 254 are checked yes, the contractor shall submit a written request to the Program Security Manager for approval to flow down security requirements to any subcontractor. In addition, the contractor shall create individual DD 254s for each approved subcontractor with access to and/or generating classified information; the contractor shall then provide the Program Security Manager with a contractor signed copy of each individual DD 254 for the contract file. Internet site <http://www.classmgmt.com> contains a complete booklet with instructions on how to prepare and submit a DD 254.

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H.1.6.3 All contractor personnel shall maintain a favorable background investigation before accessing the TACOM LCMC database(s) and Local Area Network in accordance with Army Regulation (AR) 25-2 and AR 380-67. All information or data developed under this contract (and TOs issued thereunder) belongs to and is the property of the U.S. Government and shall be marked and handled as "For Official Use Only".

H.1.6.4 The contractor shall not release any information or data to third parties without the express written approval of the TO PCO.

**H.1.7 Task Order Requests (TORs)**

H.1.7.1 The contractor, as an independent contractor and not as an agent or employee of the Government, shall furnish to the Government all necessary labor, services (non-personal) and materials, except as specified to be furnished by the Government, required to accomplish the work efforts as specified in the fully executed TO, issued by a warranted, authorized TO PCO. All work to be performed at the TO level shall be within the scope of Section C of this MA IDIQ contract. The Government is only liable for work authorized under the terms and conditions of the contract to the extent that an executed TO has been issued and covers the required work.

H.1.7.2 TORs will be used by the Government when requesting responses to TO requirements. Oral requests may be used when the requirements are urgent; however, it is the Government's intent to issue TORs electronically whenever practicable. Within 15 business days after MA IDIQ award, the prime contractor shall establish a single mailbox for the Government to use to distribute TOR information; the Government will only send TOR packages to one email address per prime contractor. The TOR will include submission requirements, evaluation criteria, and other information specific to the requirement. All contractors who receive the TOR shall acknowledge receipt electronically, to the person(s) of issue, within two business days.

H.1.7.3 The offeror is responsible for ensuring its proposal is received by the date and time specified in the TOR. In accordance with FAR 15.208, if a proposal is not received at the initial point of entry to the Government infrastructure (for most TORs issued against TS3, it would mean received through the AMRDEC Safe Access File Exchange (SAFE) website (<https://safe.amrdec.army.mil/SAFE/About.aspx>) no later than the exact date and time specified in the TOR, the offer will be determined late. Upon submitting its offer to the AMRDEC SAFE website, the offeror shall, no later than the TOR closing date and time, email the Government point of contact identified in the TOR that its offer was submitted to AMRDEC SAFE. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal required by each TOR.

H.1.7.4 The Government reserves the right to award any TO based on initial proposals as submitted, without negotiations. The Government will evaluate proposals based on the evaluation criteria identified in each TOR, which may include technical approach, technical experience, past performance, cost/price, or small business participation (SBP). The Government will determine the evaluation criteria based on the nature of the scope and other factors as determined by the Government.

H.1.7.5 Depending on the nature of the work effort and requirements of any particular TO, other FAR, DFARS, and/or AFARS clauses, regulations, standards, specifications, and/or other terms and conditions may be applicable. The offeror shall comply with any additional terms and conditions in TO solicitations in order to be eligible for award.

H.1.7.6 At the TO level, FAR 52.222-24, "Preaward On-Site Equal Opportunity Compliance Evaluation", will apply when the contractor's and/or subcontractor's proposed value of the TO meets or exceeds the threshold at FAR 22.810(c).

H.1.7.7 Any questions or uncertainties the contractor may have on TORs issued against the TS3 KBS contract suite shall be asked in the form of a question during the TOR question and answer phase.

H.1.7.8 On a case by case basis, a small business (SB) subcontracting requirement may be included in TOs solicited to the full and open pool. If this requirement is added, contractors shall subcontract out a certain percentage, which will be identified in the TOR, of their fully loaded labor dollars to SB concerns for each period of performance, not including any phase in period, if applicable. The NAICS code chosen at the TOR level must be passed on to the subcontractor unless supporting data is provided indicating that another NAICS code is more appropriate for the work the subcontractor will be performing. The contractor shall include sufficient rationale in its proposal for any change it makes to the NAICS code at the subcontractor level. In addition, if the subcontractor is not listed in System for Award Management for the NAICS code being utilized, supporting data shall be provided showing that the subcontractor is in fact a SB concern. All proposals shall include a statement as to the specific work the subcontractor will perform, broken down for each performance period identified in the TOR. If this requirement is included in the TO solicitation, it will be a go/no go basis and failure to identify the subcontracting information listed above in a contractor's proposal will result in the proposal being rejected and no longer considered for award.

**H.1.8 Evaluation Process for TOs**

H.1.8.1 TOs will be competed according to the provisions set forth in paragraph H.3.1.3. However, the Government reserves the right to restrict competition on a particular TO based on the conditions set forth in paragraph H.1.3. The basis for the award will be identified in the TOR(s); Best Value Trade Off (see paragraph H.1.8.1.1) or Technical Go/No Go (see paragraph H.1.8.1.2) are two evaluation approaches that may be utilized at the TO level.

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H.1.8.1.1 Best Value Trade Off: The Government reserves the right to make an award based on initial proposals received. TO award will be made to the offeror determined to best meet the needs of, and considered to be the best value to, the Government after consideration of all evaluation factors. "Best value" is defined as the procurement process that results in the most advantageous acquisition decision for the Government. It is generally performed through an integrated assessment and trade off analysis utilizing quality factors such as technical approach and qualifications, past performance, management approach, personnel experience, SBP, and cost/price factors. Evaluation factors for specific efforts will be set forth in the individual TOR.

H.1.8.1.2 Technical Go/No Go: If Technical Go/No Go is utilized, the Government may use a two phase evaluation process whereby Phase I would be a determination of the Technical Acceptability portion of the proposal on an Acceptable/Not Acceptable (Go/No Go) basis and Phase II would consist of evaluating the total proposed Cost/Price under the Price Factor, and responsibility in accordance with FAR 9.103.

H.1.8.2 Offerors are cautioned that in conducting the TO evaluation, the Government may use data provided by the offeror in its proposal, as well as data obtained from other sources (e.g., Dun and Bradstreet (D&B) reports, DCAA audits, available industry market rates for labor and overhead), including the Past Performance Information Retrieval System (PPIRS) for CPARS data, ESRS data, and contractual records of performance on previously awarded contract actions. While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests solely with the offeror.

H.1.8.3 Although the Government does not intend to conduct exchanges at the TOR level, the Government does reserve the right to conduct exchanges with one or more but not necessarily all offerors, for any reason. Any proposal revision(s) shall be limited to the item(s) discussed in the exchange(s). Information Request Forms (IRFs) may be issued at the TOR level, primarily for cost/price clarifications, for issues regarding an offeror's SB Subcontracting Plan, or for issues regarding an offeror's SBP Factor or SB subcontracting Requirement, if this factor/requirement is contained in the TOR. Rarely are IRFs issued for technical reasons. The Government does not intend to issue technical IRFs that will allow an offeror to make changes to its proposal that will increase its technical rating.

H.1.8.4 SB Subcontracting Requirement: Some solicitations solicited in the full and open pool will contain a SB subcontracting requirement which will require the contractor to subcontract out a portion of the labor dollars per year to a SB. Contractors that do not show they are compliant with this requirement at proposal submission will be rejected. During contract performance, this requirement will be monitored on a monthly basis and failure to meet this requirement may be grounds for Termination for Cause or Default.

H.1.8.5 The contractor shall adhere to any subcontractors it proposes at the TO level. Each executed TO will incorporate the identification of subcontractor(s) (by company name) and respective proposed labor mix, if appropriate. The contractor shall receive TO PCO approval prior to conducting any realignment of companies, or hours if appropriate, from one company/category to another. Any requests to change subcontractor(s) shall be submitted to the TO PCO. In its request, the contractor shall provide rationale why it needs to change subcontractor(s). For cost-reimbursement-type Contract Line Item Numbers (CLINs), the contractor shall identify the labor rate(s) proposed by the prior subcontractor, as well as identify the labor rate(s) proposed by the 'new' subcontractor. The TO PCO will provide a written determination within 10 business days as to whether the change in subcontractor is authorized.

H.1.8.6 The Government may reject any offeror's TO proposal if it is determined that the offeror is delinquent (more than 30 calendar days late) in paying any of its subcontractors as of the closing date of the TOR.

**H.1.9 TO Award Process**

H.1.9.1 Upon receipt of proposals, the TO PCO will either:

- (1) Issue TOs based upon the proposals furnished; or
- (2) Negotiate with the offerors prior to issuing TOs; or
- (3) Amend/Cancel the TOR based on a changed or canceled Government requirement.

H.1.9.2 The awarded MA IDIQ contracts contain clauses applicable to the contract types contained within paragraph H.1.2. Depending on the type of TO awarded, the clauses within this contract applicable to the type of TO award shall apply with full force and effect to that TO. If a particular clause for either a cost-type or fixed price-type TO award is needed to be stated in full text to identify specifics for that TO, the full text and any fill-in information will be included in the TO award document.

H.1.9.3 Following execution of the TO, technical clarifications may be issued in writing at any time by the TO PCO or COR to provide additional guidance to the contractor regarding performance of the TO. The contractor shall notify the TO PCO of any instructions or guidance it considers to be a change to the TO which will impact the cost, schedule, or deliverable content of the SOW or PWS. The contractor shall ensure that all technical clarifications and/or instructions that may result in a change are formally modified into the TO by the TO PCO to reflect any change before it adjusts its performance.

H.1.9.4 TOs may be placed at any time during the five-year ordering period of the contract as identified in Section F. Any TO

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issued during the ordering period shall be valid as long as the total period of performance of the MA IDIQ contract does not exceed eight years from the date of MA IDIQ contract award.

H.1.9.5 The contractor shall ensure that all work is performed by skilled personnel in the most economical and expeditious manner, in conformance with the MA IDIQ contract and TO requirements, and in conformity with the highest standards.

## H.1.10 TO Expiration Date

Any TO issued on or before the last day of the MA IDIQ Ordering Period (see Section F) shall be completed by the contractor within the time specified in the TO. The contractor is required to abide by the terms and conditions of this MA IDIQ contract until the conclusion of the TO performance period.

## H.1.11 Release of Contract Data Delivered under this MA IDIQ contract

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

## H.1.12 TO Ombudsman

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

## H.2 TO PRICING

H.2.1 Labor: Each prime contractor will have a Pricing Matrix with "ceiling" labor rates incorporated into Section J of the MA IDIQ contract. Each Pricing Matrix consists of the same labor categories for each contractor; however, there may be TORs issued against TS3 which require the use of a labor category that is not contained in the Pricing Matrix. For those TORs, labor shall be proposed on a TO-to-TO basis, using the same pricing methodology that the contractor used to develop its Pricing Matrix.

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

H.2.1.2 In the event a TO contains a requirement for the contractor to deploy personnel to an overseas location, contractor employees that are required to work in a contingency location are authorized the following costs applied to their wages; however, the rates charged to the Government shall not exceed the allowable rates as determined by the State Department for the area of operation:

H.2.1.2.1 Danger Pay

H.2.1.2.2 Hardship Pay

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

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

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

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

H.2.1.5 For contractor employees working on a Government installation, unscheduled gate closures by Security may occur at any time causing personnel entering or exiting a closed military installation to experience a delay. This cannot be predicted or prevented. Labor hour employees are not compensated for unexpected closures or delays.

H.2.1.6 Contractor employees are not allowed periods of Administrative Leave that are granted to Government employees by local Commanders for attendance at various Government functions, early holiday dismissals, etc. Instead, contract employees will have the option of remaining at the work site only if Government presence is available, taking vacation time, or taking time off without pay, subject to mission requirements as determined by the COR.

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H.2.2 Travel: Reimbursement for travel, subsistence, and lodging will be paid to the contractor only to the extent that it is necessary for performance of TOs issued under this contract. Official travel of contractor personnel away from its duty station that was not identified in the negotiated TO shall not be undertaken unless advance written approval has been obtained from the TO PCO or COR. See FAR 31.205-46 for additional information regarding travel costs. The contractor shall not exceed the maximum per diem rates set forth by the regulations identified in FAR 31.205-46(a)(2)(i) through (iii). Indirect rates commensurate with the firm's disclosure statement/accounting practices are authorized for reimbursement. These rates may be fixed at time of TO award.

H.2.2.1 Travel within a 50-mile radius (local travel) of the primary place of performance stated in the TO will not be reimbursed by the Government unless the travel is directly related to the mission, as determined by either the TO PCO or COR. The PWS at the TO level will identify whether any routine local travel will be required; the contractor will generally not be reimbursed for any non-routine local travel, such as for attending meetings face-to-face that could otherwise be held via teleconference. Additionally, the contractor shall ordinarily furnish any motor vehicles needed in performing a TO issued against TS3; however, the Government may provide the contractor with a motor vehicle(s) on an individual TO, as stated within the TOR, only when:

H.2.2.1.1 The number of vehicles required for use by contractor personnel is predictable and expected to remain constant;

H.2.2.1.2 The proposed contract will bear the entire cost vehicle program;

H.2.2.1.3 The motor vehicles will not be used on any contract other than that for which the vehicles were provided, unless approved by the appropriate department or agency official;

H.2.2.1.4 Prospective contractors do not have or would not be expected to have an existing and continuing capability for providing the vehicles from their own resources; and

H.2.2.1.5 Substantial savings are expected.

H.2.2.2 Fee/profit on travel expenses is not an allowable cost on any TO issued against this MA IDIQ contract.

H.2.2.3 If any contractor employees decide not to reside near (within a 50-mile radius of) its duty station, then all travel costs associated with the employee driving to/from work shall be at the contractor's expense, and not reimbursable by the Government. The Government will not pay any travel expenses for a contractor employee to travel to/from its place of residence, unless related to Rest and Recuperation (R&R) associated with OCONUS performance, nor will the Government pay for any non-mission related travel.

H.2.2.4 The Government reserves the right to request, at any time, that the contractor provide proof of insurance for any vehicle for which the contractor is utilizing in performance of a TO under this contract.

H.2.2.5 The following regulations, as identified within FAR 31.205-46(a)(2)(i) through (iii) will apply:

H.2.2.5.1 Federal Travel Regulations (in effect at the time of travel) prescribed by the General Services Administration for travel in the contiguous 48 United States;

H.2.2.5.2 Joint Travel Regulations Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States;

H.2.2.5.3 Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in paragraphs H.2.2.5.1 and H.2.2.5.2.

H.2.2.5.4 All travel shall be approved by the COR, in writing, prior to any travel taking place. The contractor shall submit the following information to the COR NLT five calendar days (unless the TO specifies otherwise) prior to the travel occurring:

H.2.2.5.4.1 Purpose of the trip, why the trip needs to take place, why the trip cannot be accomplished via teleconference, and what will be accomplished during the trip;

H.2.2.5.4.2 How many personnel are required to travel, including the name and position title of each traveler;

H.2.2.5.4.3 Duration of the trip;

H.2.2.5.4.4 The departure and arrival location; and

H.2.2.5.4.5 Estimated cost of the trip including airfare and/or mileage, per diem, lodging, and any other costs associated with the trip; the contractor shall substantiate all cost estimates in its request; any estimated costs proposed shall be on a Not-To-Exceed (NTE) basis.

For TOs containing cost-type CLINs, the contractor shall upload the written approval provided by the COR to Wide Area Workflow (WAWF)

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with its invoice for the respective cost(s), along with a copy of all receipts documenting the cost(s) of the trip. If the contractor anticipates exceeding the estimate provided in its original request, then a justification shall be provided to the COR, prior to the invoice being uploaded to WAWF, as to why the trip is anticipated to exceed the estimated cost. Any cost(s) outside the allowable per diem and any cost(s) that exceed the original estimate shall be approved in advance by the COR; failure to obtain advance approval from the COR will result in the contractor only receiving reimbursement for the allowable per diem amount(s) or the NTE cost already approved by the COR.

H.2.3 Other Direct Costs (ODCs): Materials, supplies and ODCs may be authorized if they are deemed necessary and integral to the performance of TOs awarded against this contract.

H.2.3.1 The contractor shall include a detailed description and/or specifics of all proposed ODCs in its TO proposal. Each individual TO that contains a plug figure for ODCs will contain guidance on the approval thresholds; the thresholds will differ based on whether or not the contractor has an approved purchasing system. If the TOR requires each offeror to submit an itemized list of proposed ODCs, along with cost or pricing data (whether certified or not) in order for the TO PCO to be able to make a fair and reasonable cost/price determination, with its proposals, then additional TO PCO approval is not required prior to purchase.

H.2.3.2 Contractor acquired services (for purposes of this contract) shall be considered supplies; for example removal of waste water, helium delivery, filling of helium tanks, wash-rack cleaning, etc. that are contracted for as "total package services," shall be priced as ODCs.

H.2.3.3 If the offeror proposes a specific make and model, it shall provide justification to the TO PCO as to why the requirement can only be met by "specific make and model." Indication by the Government of a preferred or desired make or model does not constitute adequate justification.

**H.3 SB PROVISIONS****H.3.1 Small Business Set-Asides (SBSA) (TO Level)****H.3.1.1 8(a) set-aside, Hubzone set-aside, or Service Disabled Veteran Owned set-asides**

Services that are currently performed under an 8(a) set-aside, Hubzone set-aside or Service Disabled Veteran Owned set-aside will not be obtained under the TS3 Family of Contracts unless the Small Business Administration (SBA) has released the requirement from the program and dissolved the specific set aside.

**H.3.1.2 TOs Estimated Below the Simplified Acquisition Threshold (SAT) Annually**

The KBS contract suite will not be used to award TO requirements valued below the SAT.

**H.3.1.3 TOs Estimated At or Above the SAT Annually**

TO competitions will be set aside for the restricted pool (comprised of only SBs) based on the Government's estimated value of the requirement. Depending on the mix of contractors that receive MA IDIQ contracts, the SBSAs may be reviewed for opportunities to further set aside the requirements for specific categories of SBs.

H.3.1.3.1 All competitive TOs with an anticipated value equal to or greater than the SAT and equal to or less than \$3 million per year will be set aside for competition among only the restricted pool prime contractors. All competitive TOs with an anticipated value exceeding \$3 million per year may be issued on a full and open basis, in which both SBs and other-than-small-business (OTSB) prime contractors can compete on the order. Although the above thresholds for the full and open pool will commonly be used, IAW FAR 19.502-4(c), the TO PCO has the discretion to solicit requirements exceeding \$3 million per year to the restricted pool by setting aside the TO for SBs, even though it exceeds the threshold.

H.3.1.3.2 The TO PCO will make a determination as to which pool the TOR will be solicited to, prior to solicitation. If the TOR is solicited to the restricted pool, and at least one proposal is not submitted, the Government will re-solicit the requirement to the full and open pool. If the TOR is solicited to the full and open pool, and two or more SB prime contractors submit a proposal, the Government will not re-solicit the requirement to the restricted pool; those SB prime offerors will be evaluated among any other full and open pool proposals received.

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

H.3.1.3.4 As part of the Open Season period, the TS3 PCO has the discretion to increase the SBSA threshold established within paragraph H.3.1.3.1 based on SB utilization during the first two and one half years of performance. The dollarized SBSA threshold will not be decreased below the threshold established within paragraph H.3.1.3.1.

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## H.3.2 SB Size Regulations

H.3.2.1 SBA has defined eligibility standards for SBs in 13 CFR Part 121. In order to ensure that an offeror qualifies as an eligible SB, prospective offerors are encouraged to review this regulation as well as FAR Part 19 and DFARS Part 19. In addition, offerors proposing a contractor team arrangement (CTA) IAW FAR 9.601 are advised to review 13 CFR 121.103, "How Does SBA Determine Affiliation?", including 13 CFR 121.103(h)(3), "Exceptions to Affiliation for Certain Joint Ventures", prior to submitting a proposal.

H.3.2.2 SBA is the sole authority for making determinations of SB size standards for SB programs. Such determinations are binding on the offeror and on the TO PCO. Generally, SBA determines the size status of a concern (including affiliates and subcontractors) as of the date the concern submits a written self-certification that it is small to the procuring agency as part of its initial offer including price. In accordance with 13 CFR 121.404(a)(1)(i), the prime offeror's size status will be "determined at the time of initial offer (or other formal response to a solicitation), which includes price, for a Multiple Award Contract based upon the size standard set forth in the solicitation for the Multiple Award Contract..." Therefore, "if a business is small at the time of offer for the Multiple Award Contract, it is small for each order issued against the contract, unless the Contracting Officer requests a new size certification in connection with a specific order." The contracting officer reserves the right to request a size certification in connection with a specific order issued against the KBS contract suite. If a contractor represented that it was a SB prior to award of the IDIQ contract, the contractor shall rerepresent its size status in accordance with FAR 52.219-28, Post-Award Small Business Program Representation.

H.3.2.3 A finding by the SBA of affiliation between an offeror and its joint venture (JV), teaming partner, or subcontractor(s), may result in a determination that the offeror is an OTSB and therefore ineligible for a SBSA at the TO level. Business concerns are considered to be affiliates of each other IAW 13 CFR 121.103.

Due to the magnitude and complexity of this acquisition, and the wide range of capabilities required by the contract, JVs (formal or informal) may be formed IAW 13 CFR 121.103(h)(3)(i)(B)(1). There is no Government restriction on the number of JVs, teaming arrangements, or subcontracting opportunities an offeror may participate in.

In addition to affiliations mentioned above, all offerors shall be cognizant of FAR 52.219-14, "Limitations on Subcontracting", which is mandatory for all set-aside acquisitions.

H.4 OFF-RAMPS

H.4.1 At any point during the MA IDIQ ordering period, ACC-WRN reserves the right to Off-Ramp (i.e., cancel the IDIQ contract) to remove a prime IDIQ contractor from future TO competition. Circumstances which may trigger Off-Ramping a MA IDIQ prime contractor includes scenarios such as:

H.4.1.1 If a prime contractor rarely participates in the ordering process by submitting proposals in response to TORs, for which the contractor has a reasonable chance for award; for this provision, 'rarely participates' is defined as a prime MA IDIQ contractor fails to submit a proposal in response to at least three solicited TO requirements in a given year;

H.4.1.2 If a prime contractor does not successfully perform the term(s) of its awarded order(s);

H.4.1.3 If a prime contractor does not promptly improve performance when it does not meet the terms of its awarded order(s) after it has been notified in writing by the TO PCO;

H.4.1.4 If a prime contractor is found to be not responsible IAW FAR 9.104;

H.4.1.5 If a prime contractor does not pay its subcontractors/teammates within 30 days, despite receiving payment by the Government for such services; or

H.4.1.6 If a prime contractor shows little or no attempts at meeting its SB goals evaluated under the SBP Factor.

H.4.2 The procedures ACC-WRN will employ to Off-Ramp a prime IDIQ contractor under the KBS contract suite are as follows:

H.4.2.1 Written Notice will be sent to the contractor letting them know that their IDIQ contract is in jeopardy of being cancelled based on one of the reasons identified in H.4.1 above and they have 10 days to provide a response on how they plan to correct the situation.

H.4.2.2 The TS3 PCO will review the contractor's provided response and will either concur with the submitted corrective plan and not cancel the contract, or proceed with the cancellation of the contract on a unilateral basis.

H.5 ON-RAMPS

H.5.1 ACC WRN intends to utilize On-Ramps in order to maintain an optimal mix of both SBs and OTSB prime contractors. ACC-WRN

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intends to hold an Open Season period, estimated to occur two and one half years after award of the IDIQ contracts, in which new contractors will have an opportunity to receive a MA IDIQ contract under the KBS contract suite. This will allow ACC-WRN to either increase the total number of SB and/or OTSB IDIQ contractors or maintain the total number of SB and/or OTSB IDIQ contracts which may have decreased at some point during the KBS Ordering Period as a result of the Off-Ramp provisions in paragraph H.4. Any new IDIQ contracts that are awarded as a result of On-Ramps will not change the maximum quantity of services anticipated under this contract suite, as stated in paragraph A.2, nor will the ordering period for the IDIQ contract be extended beyond that which is stated in paragraph A.6.

H.5.2 The procedures ACC-WRN will employ to On-Ramp an IDIQ contractor under the KBS contract suite is as follows:

H.5.2.1 Issue a Request for Proposal (RFP) using the same terms as the original RFP with a sample or representative KBS TO.

H.5.3 As part of the on-ramp process, an open season will be held with the existing IDIQ contractors at which the following may occur:

H.5.3.1 Update provisions/clauses within the original MA IDIQ contracts, if determined necessary.

H.5.3.2 Increase the SBSA threshold, if necessary, in accordance with paragraph H.3.1.3.4.

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

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

H.6.2 After the base TO is competed and awarded, and prior to issuing TIs, the TO PCO will negotiate with the contractor with respect to any travel, materials and ODCs, locations, schedules, deliverables including Contract Data Requirements Lists (CDRLs), special clauses, and provisions associated with the TI. At no point in time shall the contractor's cost exceed the funded amount of the awarded TO.

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

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

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

H.6.3.3 Estimated number of level of effort (LOE) hours at the labor rates and labor categories awarded or estimated number of hours to accomplish the work.

H.6.3.4 Estimated travel, direct material and/or ODCs.

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

H.6.3.6 Identification of the CLIN under which the work is to be performed.

H.6.3.7 Total estimated cost or total price. The contractor shall abide by paragraph H.6.4 herein for guidance on what to do when costs are anticipated to exceed the estimated price contained within the TI.

H.6.4 If, at any time, the contractor has reason to believe that the hours and/or cost which it expects to incur in the performance of a TI, when added to all hours and/or cost incurred previously in performance of the Technical Instruction, shall exceed the estimated total hours and/or cost set forth in the Technical Instruction(s), the contractor shall immediately notify the TO PCO in writing and seek appropriate direction. Within its written notice, the contractor shall furnish a revised estimate of total hours and/or cost to complete the work required by the Technical Instruction. Said notice shall be furnished by the contractor prior to the contractor incurring any additional hours and/or cost. Any revisions made to the TI(s) shall be made by way of a bilateral modification signed by the TO PCO.

#### H.7 RIGHTS/GUARANTEES

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

#### H.8 NON-PERSONAL SERVICES

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No personal services shall be performed under this contract. No contractor employee shall be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the TO PCO of this communication or action. Reference FAR 37.104, "Personal services contracts", for more information.

**H.9 INHERENTLY GOVERNMENTAL FUNCTIONS**

H.9.1 As stated in FAR Subpart 7.5, the contractor shall not perform any inherently governmental functions under TS3. No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No contractor employee shall state at any time orally, or in writing, at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the contractor employee shall state that they have no authority to in any way change the contract.

H.9.2 All contractor personnel attending meetings, answering Government telephones, and working in other situations where its contractor status is not obvious to third parties, shall identify itself as such to avoid creating an impression that it is a Government official. The contractor shall also ensure that all documents or reports produced by its employees are suitably marked as contractor products or that contractor participation is appropriately disclosed.

H.9.3 The services to be performed under this MA IDIQ contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the contractor's employees shall act and exercise personal judgment and discretion on behalf of the contractor.

H.9.4 The contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.9.5 Contractor personnel working on Government Installations shall answer all telephone calls (and present themselves at any meetings attended) by identifying themselves with the name of the contractor, the employee name, and by stating that he/she is a contractor. Example, "ABC Resources, I am contractor John Doe."

**H.10 GOVERNMENT FURNISHED PROPERTY**

H.10.1 The Government may provide Government Furnished Equipment (GFE), Government Furnished Material (GFM) and/or Government Furnished Property (GFP) on individual TOs. If GFE/GFM/GFP is provided, the contractor shall be prepared to submit a Property Control Plan (PCP) with its TO proposal. The PCP shall encompass the GFE/P/M requirements contained in the TO level PWS. The contractor shall update the PCP, and submit the revision to the COR, annually thereafter, for each TO involving the management of GFE/P/M whose performance period exceeds one year. In the event that no changes are required for an individual PCP, a letter shall be submitted to the COR stating such. In addition, the contractor shall comply with the applicable GFP clauses associated with receiving, securing, and disposing of Government property.

H.10.2 The contractor shall immediately report any GFE/GFM/GFP furnished and all property acquired by the contractor to the COR upon completion of the TO, or in the event of either a partial or complete termination of the TO. This report shall request instructions from the Government for redistribution, shipping instructions, or other actions regarding disposition of the Government Property. This report shall be submitted to the COR.

H.10.3 Government Furnished Information (GFI) relevant to the tasks to be performed under this contract will be provided to the contractor for use during the performance of the task as specified in the TO with specified delivery dates. These documents shall be returned to the Government upon conclusion of the TO.

H.10.4 Office Supply Support. The Government will provide office supply support through the standard base supply system for the day-to-day requirements generated within a normal office environment. A property book hand-receipt will be issued to the contractor or contract employee for any equipment issued.

**H.11 FEDERAL HOLIDAYS**

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

New Year's Day  
Martin Luther King Jr.'s Birthday  
President's day  
Memorial Day

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Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

H.11.1 When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a legal holiday.

H.11.2 In addition to the days designated as holidays, the Government observes the following days:

H.11.2.1 Any other day designated by federal statute

H.11.2.2 Any other day designated by Executive Order

H.11.2.3 Any other day designated by Presidential Proclamation

H.11.3 It is understood and agreed between the Government and the contractor that observance of such days by Government personnel shall not be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract.

H.11.4 Individual TOs will address how the contractor shall handle specific work schedules pertaining to Federal Holidays and/or non-duty days on Government Installation(s).

H.12 CONTINUOUS PROCESS IMPROVEMENT (CPI)

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

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

H.13 CONTRACTOR ADVISORY AND ASSISTANCE SERVICES (CAAS)

Some TOs issued against the KBS contract suite may fall within the definition of Advisory and Assistance Services in FAR 2.101 and DFARS 237.201.

H.14 INSURANCE SCHEDULE

H.14.1 In accordance with FAR 52.228-5, "Insurance--Work on a Government Installation", incorporated in Section I herein, the contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract and any renewal thereof, adequate insurance to specifically include liability assumed by the contractor under this contract.

H.14.2 Regarding FAR 52.228-8, "Liability and Insurance Leased Motor Vehicles", incorporated in Section H herein, the contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance to specifically include liability assumed by the contractor under this MA IDIQ contract.

H.14.3 Prior to TO commencement, the contractor shall furnish to the TO PCO a certificate or written statement certifying compliance with the above required insurance coverage. The certificate or written statement shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective for such a period as the laws of the State in which the TO is to be performed prescribe, or until 30 calendar days after the insurer or the contractor gives written notice to the TO PCO, whichever period is longer.

H.14.4 Additionally, the contractor shall insert the substance of these clauses, including this paragraph, in subcontracts under this contract that require work on a Government installation.

H.15 CORPORATE CHANGES

The contractor shall provide the TS3 PCO copies of all publicly available correspondence relating to corporate status and major corporate revisions, such as buy-outs, sale or dissolution, and changes in personnel policy that effect this contract or TOs issued thereunder. Potential buyout scenarios, actual buyouts, sales and dissolutions shall be disclosed in writing to the TS3 PCO as soon as possible after such information/status has been made official.

Any corporate changes may impact prime contractor's ability to participate in future requirements under this KBS contract suite. The contractor shall immediately notify both DCMA and the TS3 PCO once a change is known.

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

H.17 WORK ON A GOVERNMENT INSTALLATION

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

H.17.1 Conform to the specific safety requirements established by this contract and TOs issued hereunder;

H.17.2 Observe all rules and regulations issued by the installation Commanding Officer pertaining to fire, safety, working conditions, sanitation, severe weather, admission to the installation, conduct not directly addressed in the contract or a resulting TO;

H.17.3 Establish a safety and health program which provides safety and health protection as required by Occupational Safety and Health Standards (OSHA) standards 29 CFR 1910 and 1926. The contractor shall use local supplements/regulations and policy, and national consensus standards, as changed or amended, when applicable;

H.17.4 Comply with the highest degree of safety protection where any disagreements exist. The contractor shall take all reasonable steps and precautions to prevent accidents and preserve the life and health of Government and contractor personnel connected in any way with performance under this contract or an issued TO. The contractor shall provide its employees with a place of employment which is free from recognized hazards that cause, or are likely to cause, death or serious physical harm;

H.17.5 The contractor shall ensure that each of its employees complies with OSHA standards, rules, regulations, and orders which are applicable to its own actions and conduct, along with applicable U.S. Army Regulations. The contractor shall brief all employees on proper safety and accident reporting. The contractor shall provide all occupational health services to his employees. The contractor shall instruct its employees to notify the contractor's contract manager of potential or existing occupational health hazards that require attention;

H.17.6 Provide and enforce the use of all required Personal Protective Equipment (PPE), as prescribed in the applicable OSHA Standard, if specified for use in TOs issued hereunder. The contractor shall disclose the areas which require the wearing or use of PPE and/or clothing to its employees, through the use of signs;

H.17.7 Be escorted by Government personnel at all times or have required clearance, if work is to be performed in a restricted area;

H.17.8 Obtain all necessary security and access credentials for new contracted employees, prior to the reporting date if working on a Government installation. Copies of completed security documents, and any supporting material (copies of court dispositions, etc.), are to be hand-carried to the Security Office, by the new employee, after obtaining an access badge. All documents must be presented to obtain an appropriate contractor's security badge. Upon completion and/or termination of a contract employee's employment, the contractor is responsible for ensuring all security ID badges (i.e., contractor's badge and common access card (CAC), car decals, and any other property of the Government is returned to the COR in a timely and expeditious manner, for appropriate disposition. NOTE: Failure to comply with this requirement will result in appropriate legal action. Additionally, privately owned vehicles belonging to contractor personnel are subject to search pursuant to applicable regulations. The award of this MA IDIQ contract does not create a right to have access to any military installation. Any violation of an installation regulation or of state or federal statute may result in the termination of the privileges to enter the military installation.

H.17.9 Obtain approval from the Government prior to using any radioactive or radiation-emitting materials and items, if specified for use in TOs issued hereunder.

H.18 CONTRACT DATA REQUIREMENTS

The contractor shall deliver any contract data requirements in accordance with DD Form 1423, CDRL, as specified in each TO.

**Name of Offeror or Contractor:****H.19 CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR) AND CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)**

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

H.19.1 Interim CPAR: An interim CPAR is required for new TOs meeting the thresholds identified in AFARS 5142.1502-90(a) and that have a period of performance greater than 365 calendar days. Interim CPARS are also required every 12 months throughout the entire period of performance of the TO up to the final report. Additionally, an interim CPAR is also required upon a significant change within the agency, provided that a minimum of six months of performance has occurred, such as a change in program or project management responsibility or a transfer of contract to a different contracting activity.

H.19.2 Final CPAR: A final CPAR will be completed by the Government upon TO completion. Final reports are to be prepared on all contracts meeting the thresholds established in AFARS 5142.1502-90(a) with a period of performance of less than 365 calendar days but no more than 18 months. The final CPAR will not include cumulative information, but rather only information on the period of performance since the last CPAR.

**H.20 CONTRACTOR MANPOWER REPORTING REQUIREMENTS APPLICABLE TO AWARDED TOs**

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided through fully executed TOs; if the contractor does not receive a funded TO in any given year, information need not be entered in the Contractor Manpower Reporting (CMR) database. The reporting period shall be the period of performance not to exceed 12 months, ending 30 September of each Government fiscal year; all data must be reported by 31 October of each calendar year. At no time will any data be released to the public, with the contractor name and contract number associated with the data.

**H.21 INTERPRETATION OF CONTRACT REQUIREMENTS**

If the contractor finds clarification necessary with respect to the scope of the services to be performed or manner in which the services are to be performed hereunder, it shall request such clarification from the TO 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 TO PCO.

**H.22 AVOIDANCE OF ORGANIZATIONAL CONFLICTS OF INTEREST (OCIs)**

H.22.1 Definition. The term "Organizational Conflict of Interest" is defined in FAR Subpart 2.10; see also FAR 9.502(c). Generally, an OCI may result when (i) factors create an actual or potential conflict of interest on an instant contract; or when (ii) the nature of the work to be performed on the instant contract creates an actual or potential conflict of interest regarding a future acquisition.

Conflicts may arise in situations not expressly provided in FAR 9.505 or in the examples in FAR 9.508. Each situation must be examined on a case by case basis. The exercise of common sense, good judgment, and sound discretion is required in the TO PCO's determination on whether a significant potential conflict exists and, if one or more exists, the development of an appropriate means for resolving it.

H.22.2 Agreement. At all relevant times, the parties agree to avoid or mitigate any actual or potential OCI they identify in connection with this MA IDIQ contract and TO(s) issued against it. Any OCI(s) identified prior to award of the MA IDIQ contract and TO(s) issued against it shall be addressed in paragraph H.22.3; OCIs that may not be identifiable until after award shall be addressed in paragraphs H.22.4 and H.22.5. Compliance with these OCI requirements is a material obligation of the contract. The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law, including those set forth at FAR Subpart 9.5, or elsewhere included in this contract. If the contractor takes any action prohibited by these requirements or fails to take action required by these requirements, the Government may terminate the TO and/or MA IDIQ contract for default, disqualify the contractor for subsequent related TO(s), and/or pursue other remedies available under the law.

H.22.3 OCI(s) Identified and to be Avoided or Mitigated Prior to Contract Award. Pursuant to FAR 9.504(a), the TO PCO reviewed the Statement of Work of this solicitation and identified potential OCI(s) as detailed within paragraphs H.22.3.1.1 and H.22.3.1.2. As a result, the TO PCO determined that the following potential OCI(s) exist relative to the SOW on this MA IDIQ contract, and the parties agree to the mitigation strategy identified in subparagraph H.22.3.2

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H.22.3.1 The TO PCO has identified the following potential OCI(s):

H.22.3.1.1 In performing work required by the SOW, the contractor will assign its personnel to perform work on Government premises, in close proximity to Government employees, thus creating a possibility that contractor employees will obtain advance planning information (potential source-selection information) regarding current or future Government requirements that either that not yet been release, or will not be released to the general public. If this potential OCI is not negated or mitigated, this may provide the contractor with an unfair competitive advantage, creating an OCI described in FAR 9.505(b)(2).

H.22.3.1.1 In performing work required by the SOW, employees of a contractor awarded a TO may perform work on Government premises, in close proximity to Government employees, thus creating a possibility that contractor employees will obtain advance planning information (potential source selection information) regarding current or future Government requirements that either have not yet been released, or will not be released to the general public. If this potential OCI is not negated or mitigated, this may provide the contractor with an unfair competitive advantage, creating an OCI described in FAR 9.505(b)(2).

H.22.3.1.2 In performing work required by the SOW, employees of a contractor awarded a TO may perform work requiring the contractor to provide systems engineering and technical direction. Additionally, the contractor may be required to prepare specifications and/or work statements, creating an OCI described in FAR 9.505-1 and 9.505-2.

H.22.3.1.3 In performing work required by the SOW, a contractor awarded a TO may obtain access to technical data/computer software of one or more competitors regarding products, software, or processes developed by such competitors at its own expense, creating an OCI described in FAR 9.505-4.

H.22.3.1.4 In performing the work required by the SOW, a contractor awarded a TO may perform evaluation services whereby the contractor would be in a position to evaluate its own products or services, or those of a competitor, creating an OCI described in FAR 9.505-3.

H.22.3.2 To avoid or mitigate the effect of the OCI(s) identified in subparagraph H.22.3.1, the contractor will take the following actions:

H.22.3.2.1 Organizational Conflict of Interest Plan

H.22.3.2.1.1 The contractor agrees that it shall not compete for or accept any contract or subcontract for the production of any system, component or items on which it has worked, or provided recommendations on, under this contract or TO. In addition, the contractor agrees not to work as a subcontractor (including but not limited to, development or production, engineering, and consulting) to any hardware vendor to provide any system, component, or item on which he has worked under this contract. This prohibition shall be in effect from contract award through seven years after the end of the period of performance of the applicable TO.

H.22.3.2.1.2 The term "contractor" herein means (i) the organization (hereinafter referred to as "it" or "its") entering into this contract with the U.S. Government, (ii) all business organizations with which it may merge, join or affiliate, now or in the future, and in any manner whatever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of it, (iii) its parent organization (if any) or its present or future subsidiaries, associates, affiliates, or holding companies, and (iv) any organization or enterprise over which it has direct or indirect control (now or in the future). The prior approval of the contracting officer is required before any work to be performed under this contract may be subcontracted to any of the organizations described in (ii), (iii) or (iv) immediately preceding.

H.22.3.2.1.3 The contractor shall enter into a written agreement with the owner(s) of confidential, sensitive business, or proprietary data to which the contractor receives access, either directly during the course of performance of this contract or inadvertently, to protect the data from unauthorized use or disclosure as long as the data remains sensitive, confidential, or proprietary. The contractor will provide the contracting officer with copies of such written agreements in accordance with FAR 9.505-4.

H.22.3.2.1.4 The contractor agrees to protect the proprietary data and rights of other organizations made available from any source, which were disclosed to it, directly or indirectly during the performance of this contract with the same caution that a reasonable, prudent contractor would use to safeguard the contractor's own proprietary data and rights. In addition, the contractor agrees not to utilize the data in supplying hardware or in performing services or studies on contracts, which may be awarded by the Department of Defense on a competitive basis. The contractor agrees not to use proprietary data for any purpose other than that for which it was furnished.

H.22.3.2.1.5 Notwithstanding paragraph H.22.3.2.1.4 above and any other provision herein, the protection of, and exclusion of the use of proprietary data shall be extended for so long as the data remains proprietary. However, such protection and exclusion shall not be in effect when data is lawfully obtained by the contractor from some other sources without restriction.

H.22.3.2.1.6 The contractor shall not distribute reports, data or information arising from its performance under this contract, except as provided by this contract, or as may be directed by the Contracting Officer. All proprietary data and any derivative shall be returned to the Government at the end of the contract.

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H.22.3.2.1.7 Subcontracts: The contractor shall include the subject conflict of interest provision, including this paragraph, in subcontracts of any tier which involve access to information covered in H.22.3.2.1.4 above. The use of this clause in such subcontracts shall be read by substituting the word "subcontractor" for the word "contractor" whenever the latter appears.

H.22.3.2.1.8 The contractor agrees to thoroughly educate its employees through formal training, company policy information directives and procedures, and by providing an awareness of the legal provisions of FAR Part 9, Subpart 9.5, so that each employee will understand the absolute necessity of safeguarding information developed under this contract from anyone other than the contractor's employees who have a need to know, and the U.S. Government.

H.22.3.2.1.9 The contracting officer or his designated representatives shall have full access for inspection of the contractor's premises, policies, and records for the purpose of reviewing actions and programs undertaken by the contractor to safeguard all information derived from this contract so that full compliance with FAR Subpart 9.5 policy requirements is achieved.

H.22.3.2.1.10 The contractor shall not provide the services under C.1 C.3 if the contractor will analyze its own technologies or that of its affiliates. In that situation, the contractor must notify the TO PCO of this conflict.

H.22.4 OCI(s) Arising Prior to Contract Award (Identified by the contractor). Should the contractor, during the performance of this contract, become aware of any OCI(s), beyond any identified in paragraph H.22.3 (which may result, for example, if the contractor receives one or more new contracts, whether as a prime contractor, a subcontractor, or as a partner or member of a teaming arrangement), the contractor agrees to:

H.22.4.1 Notify the TO PCO of the OCI, in writing, and;

H.22.4.2 Recommend to the Government a mitigation approach which would avoid the OCI entirely, or,

H.22.4.3 Submit an OCI mitigation plan for approval that:

H.22.4.3.1 Describes in detail the circumstance(s) that create the OCI; and

H.22.4.3.2 Outlines in detail the actions to be taken in the performance of the contract and/or TO (as applicable) to mitigate the OCI.

H.22.4.4 The Government reserves the right to reject a contractor's proposed mitigation approach and an OCI mitigation plan, if the TO PCO determines such a plan is not in the best interests of the Government.

H.22.4.5 If approved, the OCI mitigation plan will be incorporated into this contract by subsequent bilateral modification. The Government reserves the right to review and audit the OCI mitigation plan(s) as needed.

H.22.4.6 If the TO PCO finds that it is in the best interest of the Government to award the contract notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503.

H.22.5 OCI(s) Arising After Contract Award (Identified by the Government). Should the Government, during the performance of this contract, identify any OCI(s), beyond any identified in paragraph H.22.3, bearing on the performance of this contract, which were not previously identified and addressed per paragraph H.22.3, the TO PCO will:

H.22.5.1 Notify the contractor, in writing, of the relevant details, explaining how the OCI arose, and specifying the nature of the OCI; and

H.22.5.2 Request from the contractor a proposed strategy to negate the OCI entirely or an OCI mitigate plan, as described above.

H.22.6 The contractor agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of third-party proprietary information received from the Government with restrictive legends by the contractor or any person to whom the contractor has released or disclosed the Data.

**H.23 OCI AT THE TO LEVEL**

H.23.1 Each TOR will address any OCIs identified by the TO PCO, if any.

**H.24 ADDITION OF CLAUSES AT THE TO LEVEL**

Narrative I0001 within the MA IDIQ contracts contains clauses/provisions that will always or sometimes be required at the TO level. However, the PCO may add additional clauses/provisions at the TO level, so long as they are included in the TO solicitation, and so long as they do not conflict with clauses/provisions included in the MA IDIQ contract.



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essential to performance of this TO. The contractor shall discuss and attempt to resolve any problems between the contractor and those contractors designated by the Government. The TO PCO shall be notified in writing of any disagreement(s) which has (have) not been resolved in a timely manner and furnish to the TO PCO copies of communications between the contractor and associate contractor(s) relative to contract performance. Further, the close interchange between contractor(s) may require access to or release of proprietary data. In such an event, the contractor shall enter into agreement(s) with the Government designated contractor(s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the TO PCO.

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

List designated contractors:

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

**H.27 INVOICES**

Contractors who have been approved by DCAA for the "direct bill program" and contractors who have not been approved by DCAA for the "direct bill program" on time-and-materials; labor hour; firm-fixed-price, level-of-effort; or cost-reimbursable contracts shall submit its invoices to the COR for review and approval prior to uploading the invoices into WAWF. The COR will review, and if appropriate approve, the invoice(s) within 10 calendar days so the contractor can upload it into WAWF.

Each invoice shall contain the following supporting data:

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

**H.28 NONDISPLACEMENT OF QUALIFIED WORKERS**

The contractor may be required to comply with FAR 52.222-17, "Nondisplacement of Qualified Workers", at the TO level if the conditions set forth in FAR 22.1207 are met.

**H.30 PHASE-IN AND/OR PHASE-OUT PERIOD**

To minimize any decrease(s) in productivity, and to prevent possible negative impacts on additional services, the contractor may be required to provide a phase-in and/or phase-out period on individual TO(s); a separately priced CLIN will be provided in each TOR, if required.

**H.30.1 Phase-in**

Types of phase-in related tasks that may be required at the TO level are: performing a transfer of property accountability and conducting an initial inventory of GFP.

**H.30.2 Phase-out**

Types of phase-out related tasks that may be required at the TO level are: agreeing to an observation period where management personnel of the incoming workforce may observe operations and performance methods of the incumbent contractor, submitting a detailed final inventory report; phase-out plan; and/or after action report.

**H.31 CONSENT TO ADD/DELETE SUBCONTRACTORS**

Following the basic contract award, prime contractors shall obtain written consent from the Contracting Officer prior to the addition or deletion of a subcontractor for Firm Fixed Price, cost-reimbursement, or T&M TOs. In accordance with FAR 52.232-7, Subcontractors may include profit on their loaded labor rates. However, in order to avoid excessive pass-through charges, prime profit will not be allowed on subcontractor T&M loaded labor rates.

**H.32 SERVICE CONTRACT ACT COMPLIANCE REQUIREMENT**

This contract is subject to the Service Contract Act (SCA), although the exact places of performance are unknown. Labor categories may vary based upon contractor employment policies and labor agreements. The contractor shall consult the Department of Labor (DOL) Website: <https://www.dol.gov> for specific location wage determinations as appropriate. Additional information to assist in determining SCA applicability may be obtained at <https://www.dol.gov/esa/regs/compliance/whd/fairpay/main.htm>.

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The offeror/contractor is responsible for ensuring that the rates proposed for personnel subject to the SCA meet or exceed the corresponding minimum wages established by the DOL for the corresponding geographical region for contract performance. When the actual place of performance is determined on the TOs, it is incumbent upon the contractor to discount the ceiling rates from its Pricing Labor Matrix if deemed appropriate by the actual place of performance.

**H.33 DAVIS BACON ACT (DBA) COMPLIANCE**

In the course of this contract, performance may require labor applicable to the DBA. The contractor shall submit proposed rates on a TO basis, including those labor descriptions and loaded labor rates under the DBA. The contractor shall be responsible for ensuring that the base rates proposed for personnel subject to the DBA meet or exceed the corresponding minimum wages established by the DOL for the corresponding region.

**H.34 HAZARDOUS DUTY/ISOLATION PAY**

In the event contractors must pay additional compensation to retain or obtain personnel to perform in a hazardous location, the contractor shall be entitled to equitable compensation at rates set in accordance with the State Department guidelines. If the need to pay the Hazardous Duty premium is discovered, the contractor shall promptly notify the Government and request an Equitable Adjustment in price.

**H.35 INCORPORATION OF RATES AND LABOR DESCRIPTIONS**

All direct and indirect rates (including fee) shown on the KBS Pricing Labor Matrix (Attachment 0002) will be incorporated into the contract as ceiling rates, subject to downward negotiation only. For cost-plus-fixed-fee TOs, the fee percentage proposed in the KBS Pricing Labor Matrix (Attachment 0002) shall serve as a capped percentage, subject to downward negotiation only, at the TO level, in which the resultant fee will become a fixed dollar amount.

All direct and indirect rates shown on the KBS Pricing Labor Matrix (Attachment 0002) for time-and-materials TOs will be incorporated into the contract. The fully loaded time-and-materials labor rates, including allowable profit, will be incorporated into the contract as ceilings, subject to downward negotiation only, as set forth in the KBS Pricing Labor Matrix (Attachment 0002).

For billing purposes under cost-reimbursement TOs, the direct and indirect (including the applicable fixed fee dollar amount in each TO) rates shall be billed using the rates in the contract, the rates proposed/negotiated under the TO, or the actual rates, whichever is lower.

For billing purposes under time-and-materials TOs, the fully loaded rates (including allowable profit) shall be billed using the rates in the contract or the rates proposed/negotiated, whichever is lower. The labor descriptions are incorporated into the contract and are set forth the KBS Pricing Labor Matrix (Attachment 0002).

\*Please note, a separate and distinct Program Management Office (PMO) indirect rate is unallowable for cost-reimbursement and time-and-materials contract types.

**H.36 DFARS 252.227-7017, "IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS"**

If applicable at the TO level, DFARS 252.227-7017 will be incorporated into the awarded TO, in full text, based on the offeror's identification and assertion of use, release, or disclosure restrictions at the time of TO proposal submission.

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation-

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the

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Government, the technical data or computer software that the offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Name of Person Asserted Rights Category***	Asserting Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date: \_\_\_\_\_  
 Printed Name and Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

\*\*\* END OF NARRATIVE H0001 \*\*\*

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1 (C-JTSCC)	5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT	MAY/2012

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: -1- [TBD AT TO LEVEL].

When contractor employees are in transit all checked blocks are considered authorized. [Blocks will be checked at the TO level]

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

PIIN/SIIN W56HZV-14-R-0030

MOD/AMD

**Name of Offeror or Contractor:**

U.S. Citizens

- APO/MPO/DPO/Postal Service
- Authorized Weapon
- Billeting\*\*\*
- CAAF\*
- Controlled Access Card (CAC)
- Badge
- Commissary
- Embassy Services Kabul\*\*
- DFACs\*\*\*\*
- Excess Baggage
- Fuel Authorized
- Govt Furnished Meals\*\*\*\*
- Military Banking
- Military Clothing
- Military Exchange
- Mil Issue Equip
- MILAIR (inter/intra theater)
- MWR
- Resuscitative Care
- Transportation
- All
- None

Third-Country National (TCN) Employees

- N/A
- Authorized Weapon
- Billeting\*\*\*
- CAAF\*
- Controlled Access Card (CAC)
- Badge
- Commissary
- DFACs\*\*\*\*
- Excess Baggage
- Fuel Authorized
- Govt Furnished Meals\*\*\*\*
- Military Banking
- Military Clothing
- Military Exchange
- Mil Issue Equip
- MILAIR (inter/intra theater)
- MWR
- Resuscitative Care
- Transportation
- All
- None

Local National (LN) Employees

- N/A
- Authorized Weapon
- Billeting\*\*\*
- CAAF\*
- Controlled Access Card (CAC)
- Badge
- Commissary
- DFACs\*\*\*\*
- Excess Baggage
- Fuel Authorized
- Govt Furnished Meals\*\*\*\*
- Military Banking
- Military Clothing
- Military Exchange
- Mil Issue Equip
- MILAIR (intra theater)
- MWR
- Resuscitative Care
- Transportation
- All
- None

\* CAAF is defined as Contractors Authorized to Accompany Forces.

\*\* Applies to US Embassy Life Support in Afghanistan only. See special note below regarding Embassy support.

\*\*\* Afghanistan Life Support. Due to the drawdown of base life support facilities throughout the country, standards will be lowering to an expeditionary environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (b-huts, hardened buildings) to temporary tents or other facilities.

\*\*\*\*Due to drawdown efforts DFACS may not be fully operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

SPECIAL NOTE US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the contracting officer.

SPECIAL NOTE ON MILAIR MILAIR is allowed for the transportation of DoD contractor personnel (US, TCN, LN) as required by their contract and as approved in writing by the Contracting Officer or Contracting Officer Representative. Transportation is also allowed for contractor equipment required to perform the contract when that equipment travels with the contractor employee (e.g., special radio test equipment, when the contractor is responsible for radio testing or repair)

(End of clause)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and US Central Command orders and directives as applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps or Chief of Mission operations and fragmentary orders, instructions, policies and directives.

**Name of Offeror or Contractor:**

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault.

(1) Afghanistan -- Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(2) Iraq -- Contractor employees are not subject to General Order 1. Contractor employees will follow the policies or directives of the Office of Security Cooperation-Iraq (OSC-I) Installation Managers or Chief of Mission policies and directives regarding consumption of alcohol or any prohibited items for sites that they are assigned.

(c) Contractor employees may be ordered removed from the US Embassy, Chief of Mission sites, OSC-I sites, secure military installations or the theater of operations by order of the Chief of Mission (Iraq) or senior military commander of the battle space (Afghanistan) for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in Iraq or the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al) (UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in Iraq or the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement in Iraq or within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify the BDOC (Iraq) or military law enforcement (Afghanistan) and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the Chief of Mission (Iraq) or the senior U.S. commander (Afghanistan).

(End of clause)

H-3 5152.225-5910 CONTRACTOR HEALTH AND SAFETY  
(C-JTSCC)

DEC/2011

(a) Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications, and MIL Standards/Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure.

(b) For existing employee living quarters the contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards.

(c) The contractor shall correct all deficiencies within a reasonable amount of time of becoming aware of the deficiency either by notice from the government or a third party, or by self discovery of the deficiency by the contractor. Further guidance can be found on:

UFC: [http://www.wbdg.org/ccb.browse\\_cat.php?o=29&c=4](http://www.wbdg.org/ccb.browse_cat.php?o=29&c=4)

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

H-4 5152.225-5914 COMMODITY SHIPPING INSTRUCTIONS

AUG/2011

**Name of Offeror or Contractor:**

(C-JTSCC)

(a) USFOR-A FRAGO 10-200. United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A

(b) Information regarding the Defense Transportation System (DTS). For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures: [http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_203.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf)

2. Defense Transportation Regulation Part II 4 Cargo Movement Cargo Routing and Movement:  
[http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_202.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf)

3. Defense Transportation Regulation Part V - Department of Defense Customs and Border Clearance Policies and Procedures:  
[http://www.transcom.mil/dtr/part-v/dtr\\_part\\_v\\_512.pdf](http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf)

(c) Responsibilities of the vendor carrier representative, shipping expediter, and/or customs broker:

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expediter, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.

2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expediter should be directed to the carrier or shipping agent.

3. Customs Required Documents: The carrier representative or shipping expediter is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIROA).

(d) Required Customs Documents: Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIROA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistan's SOP for Customs Clearance Requests Operations (<http://trade.gov/static/AFGCustomsSOP.pdf>) and paragraph 4 below.

1. The U.S. Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIROA officials.

2. Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:

a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.

b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in US Military. This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).

c. Shipping Invoices.

d. Packing Lists. Required only if the shipping invoice does not list the cargo.

e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.

f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.

g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIROA. If commercially-owned

**Name of Offeror or Contractor:**

equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIROA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.

h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIROA.

3. Exports: The following documentation is required for all export shipments:

a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.

b. Invoices.

c. Packing Lists. Required only if the shipping invoice does not list the cargo.

d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

4. Customs requirements from the GIROA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to The Instruction for Customs Clearance Request (Import/Export) Operations. In all cases, the carrier is required to obtain a copy of this document, found at the following link: <http://trade.gov/static/AFGCustomsSOP.pdf>

(e) Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3 at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

(End of Clause)

H-5 5152.225-5915 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY  
(C-JTSCC)

AUG/2011

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

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employers chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOAs. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayors cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing persons identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOAs, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of C-JTSCC Clause 952.225-0016 entitled Contractor Demobilization (Afghanistan). Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(End of Clause)

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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MOD/AMD

**Name of Offeror or Contractor:**

H-6 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING

AUG/2012

(a) All contract awards, modifications and delivery orders issued by Army Contracting Command - Warren (DTA) will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) System for Award Management (SAM). The SAM registration process may be done electronically at the World Wide Web (WWW) site: <https://www.sam.gov/portal/public/SAM>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate Army Contracting Command - Warren webpage:

Warren: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)  
Rock Island - JMTC: <https://acquisition.army.mil/asfi/>  
Red River Army Depot: <https://acquisition.army.mil/asfi/>  
Anniston Army Depot: <https://acquisition.army.mil/asfi/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic SAM registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [usarmy.detroit.acc.mbx.wrn-web-page@mail.mil](mailto:usarmy.detroit.acc.mbx.wrn-web-page@mail.mil) or by calling (586) 282-7059.

H-7 52.225-4005 INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S.-  
(TACOM) REPUBLIC OF KOREA (ROK) STATUS OF FORCES AGREEMENT (SOFA)

AUG/2012

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the publications tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause

U.S. ROK Status of Forces Agreement (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

United States Forces Korea (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

COMUSK means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

**Name of Offeror or Contractor:**

USFK, Assistant Chief of Staff, Acquisition Management (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

Responsible Officer (RO) means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractors direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Chapter 2-6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security

**Name of Offeror or Contractor:**

plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized 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 or emergency dental 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 theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable

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

(2) Treaties and international agreements;

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

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. off-limits), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean drivers license or a valid international drivers license to legally drive on Korean roads, and must have a USFK drivers license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean drivers license or a valid international drivers license then obtain a USFK drivers license.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or 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) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) 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 missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined

**Name of Offeror or Contractor:**

in this clause.

(End of Clause)

H-8 52.225-4006 CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE AUG/2012  
(TACOM) REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the publications tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause

U.S. ROK Status of Forces Agreement (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

United States Forces Korea (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

COMUSK means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

USFK, Assistant Chief of Staff, Acquisition Management (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

Responsible Officer (RO) means A senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

Theater of operations means an area defined by the combatant commander for the conduct or support of specified operations.

Uniform Code of Military Justice means 10 U.S.C. Chapter 47

(b) General.

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations (specifically, the Korean Theater of Operations) to U.S. military forces deployed/located outside the United States in

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations. The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support.

**Name of Offeror or Contractor:**

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized 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 theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable

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

(i) The Military Extraterritorial Jurisdiction Act may apply to contractor personnel if contractor personnel commit crimes outside the United States.

(ii) Under the War Crimes Act, United States citizens (including contractor personnel) who commit war crimes may be subject to federal criminal jurisdiction.

(iii) When Congress formally declares war, contractor personnel authorized to accompany the force may be subject to the Uniform Code of Military Justice.

(2) Treaties and international agreements;

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

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. off-limits), prostitution and human trafficking and curfew restrictions.

(e) Pre-deployment/departure requirements. The Contractor shall ensure that the following requirements are met prior to deploying/locating personnel in support of U.S. military forces in the Republic of Korea. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

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

(2) All contractor personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. In the Republic of Korea, all contractor employees subject to this clause shall comply with the same DoD immunization requirements applicable to Emergency Essential DoD civilians INCLUDING ANTHRAX IMMUNIZATION. The Government will provide, at no cost to the Contractor, any Korean theater-specific immunizations and/or medications not available to the general public.

(3) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center or CONUS personnel office if applicable.

(4) Country and theater clearance is obtained for contractor personnel. Clearance requirements are in DOD Directive 4500.54, Official Temporary Duty Abroad, DOD 4500.54-G, DOD Foreign Clearance Guide, and USFK Reg 1-40, United States Forces Korea Travel Clearance Guide. Contractor personnel are considered non-DOD personnel traveling under DOD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall

(1) Under contingency conditions or under other conditions as specified by the Contracting Officer, process through the deployment center designated in the contract, 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;

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

(3) If processing through a deployment center, process through a Joint Reception Center (JRC) upon arrival at the deployed location.

**Name of Offeror or Contractor:**

The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Synchronized Predeployment and Operational Tracker (SPOT) is the designated automated system to use for this effort. This accountability requirement is separate and distinct from the personnel accountability requirement listed in the U.SROK SOFAs Invited Contractor/Technical Representative Program (as promulgated in USFK Regulation 700-19).

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(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 clause. Contractors shall replace designated personnel within 72 hours, or at the Contracting Officers direction. 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 and USFK Sponsoring Agency (see USFK Reg 700-19) upon request. The plan shall

(i) Identify all personnel who are subject to U.S. or Republic of Korea military mobilization;

(ii) Identify any exemptions thereto;

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

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

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the COMUSK. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(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 clothing.

(3) The deployment center, the Combatant Commander, or the Sponsoring Agency 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 theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the COMUSK. The COMUSK will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

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

(i) Are adequately trained;

(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 COMUSK regarding possession, use, safety, and accountability of weapons and ammunition.

(iv) The use of deadly force by persons subject to this clause shall be made only in self-defense, except:

**Name of Offeror or Contractor:**

(v) Persons subject to this clause who primarily provide private security are authorized to use deadly force only as defined in the terms and conditions of this contract in accordance with USFK regulations and policies (especially, USFK Regulation 190-50).

(vi) Liability for the use of any weapon by persons subject to this clause is solely the responsibility of the individual person and the contractor.

(3) Upon redeployment or revocation by the COMUSK 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) Evacuation. 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.

(l) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(m) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(n) 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 Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(o) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph, in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed/stationed outside the United States in

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

(p) The Contracting Officer will discern any additional GFE, GFP or logistical support necessary to facilitate the performance of the enhanced requirement or necessary for the protection of contractor personnel. These items will be furnished to the Contractor at the sole discretion of the Contracting Officer and may be provided only on a reimbursable basis.

(End of Clause)

H-9

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.

**Name of Offeror or Contractor:**

[End of Clause]

**DRAFT**

**Name of Offeror or Contractor:**

## SECTION I - CONTRACT CLAUSES

## I.1 Task Order Provisions/Clauses

FAR 52.301, "Solicitation Provisions and Contract Clauses (Matrix)", contains a matrix of FAR provisions/clauses and their prescription for use. Due to the various combinations of contract provisions/clauses that may be "Optional" under an individual task orders issued, given the contract type, statement of work/performance work statement, dollar value, commerciality, and other specific ACC-WRN/Agency-specific requirements, the Government cannot predetermine all the contract provisions/clauses for future individual task orders issued against this KBS contract suite. However, all "Required" and "Required when Applicable" provisions/clauses set forth in FAR 52.301 shall automatically flow down to all task orders issued against this KBS contract suite, based on the specific contract type, statement of work/performance work statement, dollar value, and commerciality.

All "Required" and "Required when Applicable" provisions/clauses that automatically flow down to task orders shall remain unchanged as of Federal Acquisition Circular (FAC) No. 2005-68, effective date June 26, 2013, throughout the entire ordering period of the TS3 KBS contract suite. However, if a future "Required" and "Required when Applicable" provision(s)/clause(s) are to the benefit of future task orders solicited under the KBS contract suite, the future "Required" and "Required when Applicable" provision/clause may be updated by FAC No. and effective date under a bilateral modification to the KBS IDIQ contracts, or the updated version of a provision(s)/clause(s) will be included in the task order level solicitation and incorporated into the respective awarded task order. If the latter is accomplished, the version incorporated into the awarded task order shall supersede, and therefore take precedence, over the version contained within the IDIQ contract.

The contracting officer must only identify any "Optional", and/or Local (e.g. ACC-WRN/Agency-specific) provision(s)/clause(s) for each individual task order solicitation and subsequent award. The Contracting Officer must provide the provision/clause number, title, date, and fill-in information (if any), within the task order solicitation and award.

## I.1.1 Commercial Task Order Provisions/Clauses

The following solicitation and contract provision(s)/clause(s) apply only to task orders the contracting officer determines to be commercial in accordance with the definition contained in FAR 2.101. The contracting officer will annotate within the TOR and Section A of the awarded task order whether the task order has been deemed commercial. The provision(s)/clause(s) and dates shall remain unchanged throughout the ordering period of the KBS contract suite unless changed through a bilateral modification to the IDIQ contract:

252.203-7000 Requirements Relating to Compensation of Former DoD Officials  
(SEP 2011)

## I.1.2 Non-Commercial Task Order Provisions/Clauses

The following contract provision(s)/clause(s) apply only to task orders the contracting officer determines to be non-commercial, implying that the work required under the task order does not meet the commerciality definition contained in FAR 2.101. The contracting officer will annotate within the TOR and Section A of the awarded task order whether the task order has been deemed non-commercial. The provision(s)/clause(s) and dates shall remain unchanged throughout the ordering period of the KBS contract suite unless changed through a bilateral modification to the IDIQ contracts:

252.203-7001 Prohibition on Persons Convicted Of Fraud or Other Defense  
Contract-Related Felonies (DEC 2008)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN  
1997)

52.203-5 Covenant Against Contingent Fees (APR 1984)

52.203-6 Restrictions on Subcontractor Sales to the Government (SEP  
2006)

52.203-7 Anti-Kickback Procedures (OCT 2010)

52.215-2 Audit and Records Negotiation (OCT 2010)

52.244-6 Subcontracts for Commercial Items (JUL 2013)

## I.1.3 Restricted Pool Task Order Provisions/Clauses

The following contract provision(s)/clause(s) apply only to task orders the Contracting Officer solicits to the restricted pool, implying that the work has been set-aside for competition among the Small Business Prime contractors within the KBS contract suite only.

**Name of Offeror or Contractor:**

The contracting officer will annotate within the TOR and Section A of the awarded task order whether the task order has been set-aside for competition among only the Small Business Prime contractors. The provision(s)/clause(s) and dates shall remain unchanged throughout the ordering period of the KBS contract suite unless changed through a bilateral modification to the IDIQ contracts:

- 52.219-6 Notice of Total Small Business Set Aside (NOV 2011)
- 52.219-13 Notice of Set-Aside of Orders (NOV 2011)
- 52.219-14 Limitations on Subcontracting (NOV 2011)

I.1.4 Task Order Provisions/Clauses for Other-Than-Small-Business Prime Contractors  
The following contract provision(s)/clause(s) apply only to task orders the contracting officer awards to Other-Than-Small-Business Prime contractors within the KBS contract suite. The provisions/clauses and dates shall remain unchanged throughout the ordering period of the KBS contract suite unless changed through a bilateral modification to the IDIQ contracts:

- 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (DEVIATION 2013-00014) (AUG 2013)
- 52.219-16 Liquidated Damages--Subcontracting Plan (JAN 1999)
- 52.219-9 Small Business Subcontracting Plan (DEVIATION 2013-00014) Alternate II (OCT 2001)

I.1.5 Task Order Provisions/Clauses Applying to All Task Orders  
The following contract provision(s)/clause(s) will apply to future task orders awarded against the KBS contract suite. The provision(s)/clause(s) and dates shall remain unchanged throughout the ordering period of the KBS contract suite unless changed through a bilateral modification to the IDIQ contracts. If fill-ins are required, the contracting officer will provide applicable information in the individual task order. The provisions/clauses and dates shall remain unchanged throughout the ordering period of the KBS contract suite unless changed through a bilateral modification to the IDIQ contracts. The provision(s)/clause(s) with an asterisk (\*) below require the contracting officer to provide fill-in information. Therefore, within the task order solicitation and award, the contracting officer will provide the provision/clause number, title, date, and requisite fill-in information, within the task order solicitation and award. The provision(s)/clause(s) requiring fill-in information will not be repeated in full-text at the task order level.

- 252.201-7000 Contracting Officer's Representative (DEC 1991)
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (JAN 2009)
- 252.204-0005 Payment Instructions for the Defense Finance and Accounting Service (DFAS) Line Item Specific: by Cancellation Date (SEP 2009)
- 252.204-7003 Control of Government Personnel Work Product (APR 1992)
- 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (OCT 2006)
- 252.225-7012 Preference for Certain Domestic Commodities (FEB 2013)
- 252.225-7048 Export-Controlled Items (JUN 2013)
- 252.232-7003 Electronic Submission of Payment Requests (JUN 2012)
- 252.232-7010 Levies on Contract Payments (SEP 2005)
- 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
- 252.243-7002 Requests for Equitable Adjustment (DEC 2012)
- 252.244-7000 Subcontracts for Commercial Items (JUN 2013)

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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PIIN/SIIN W56HZV-14-R-0030

MOD/AMD

**Name of Offeror or Contractor:**

252.247-7023 Transportation of Supplies by Sea (JUN 2013)

52.201-4000 ACC-Warren Ombudsperson (APR 2011)

52.202-1 Definitions (JAN 2012)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)

52.203-3 Gratuities (APR 1984)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)

52.204-13 System for Award Management Maintenance (JUL 2013)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)

52.204-4003 Start Of Work Meeting (MAY 2000)\*

52.204-4005 Required Use of Electronic Contracting (AUG 2012)

52.204-4009 Mandatory Use of Contractor to Government Electronic Communication (MAR 2005)

52.204-4016 ACC-Warren Electronic Contracting (MAR 2013)\*

52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013)

52.211-5 Material Requirements (AUG 2000)

52.214-4000 Acknowledgment of Amendments (OCT 1993)

52.215-8 Order of Precedence--Uniform Contract Format (OCT 1997)

52.222-19 Child Labor -- Cooperation with Authorities and Remedies (MAR 2012)

52.222-50 Combating Trafficking in Persons (FEB 2009)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

52.225-13 Restrictions on Certain Foreign Purchases (Jun 2008)

52.227-4004 Release of Information (OCT 2012)

52.232-17 Interest (OCT 2010)

52.232-33 Payment by Electronic Funds Transfer System for Award Management (JUL 2013)

52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)

52.232-4087 Payment Under Wide Area Workflow (AUG 2012)

52.233-1 Disputes (JUL 2002)

52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

52.237-3 Continuity of Services (JAN 1991)

**Name of Offeror or Contractor:**

52.237-4000 Contractor Manpower Reporting (FEB 2013)

52.242-13 Bankruptcy (JUL 1995)

52.242-4016 Communications (MAY 2000)\*

52.248-1 Value Engineering (OCT 2010)

52.252-2 Clauses Incorporated by Reference (FEB 1998)

52.252-6 Authorized Deviations in Clauses (APR 1984)

**I.1.6 Task Order Provisions/Clauses That May Apply to Future Task Orders**

The following contract provision(s)/clause(s) may apply to future task orders awarded against the KBS contract suite. The contracting officer will determine the applicability after reviewing the provision/clause prescription from the FAR or DFARS or other applicable regulation. The provision(s)/clause(s) and dates shall remain unchanged throughout the ordering period of the KBS contract suite unless changed through a bilateral modification to the IDIQ contracts. The provision(s)/clause(s) with an asterisk (\*) below require the contracting officer to provide fill-in information. If any of the following provision(s)/clause(s) are applicable at the task order level, the contracting officer will provide the provision/clause number, title, date, and fill-in information (if any), within the task order solicitation and award. The provision/clause will not be repeated in full-text at the task order level.

252.203-7003 Agency Office of the Inspector General (DEC 2012)

252.203-7004 Display of Fraud Hotline Poster(s) (DEC 2012)\*

252.204-7000 Disclosure of Information (AUG 2013)

252.204-7002 Payment for Subline Items Not Separately Priced (DEC 1991)

252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)

252.204-7006 Billing Instructions (OCT 2005)

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991)

252.211-7005 Substitutions for Military or Federal Specifications and Standards (NOV 2005)

252.211-7007 Reporting of Government-Furnished Property (AUG 2012)

252.215-7000 Pricing Adjustments (DEC 2012)

252.215-7002 Cost Estimating System Requirements (DEC 2012)

252.216-7004 Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel (SEP 2011)

252.216-7005 Award Fee (FEB 2011)

252.217-7000 Exercise of Option to Fulfill FMS Commitments (DEC 1991)\*

252.217-7000 Exercise of Option to Fulfill FMS Commitments - Alternate I (DEC 1991)

252.217-7012 Liability and Insurance (AUG 2003)

252.222-7002 Compliance with Local Labor Laws (Overseas) (JUN 1997)

252.223-7001 Hazard Warning Labels (DEC 1991)

252.223-7004 Drug-Free Work Force (SEP 1988)

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous

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**Name of Offeror or Contractor:**

Materials (APR 2012)

252.225-7001 Buy American and Balance of Payments Program (DEC 2012)

252.225-7001 Buy American and Balance of Payments Program - Alternate I (OCT 2011)

252.225-7002 Qualifying Country Sources as Subcontractors (DEC 2012)

252.225-7004 Report of Intended Performance Outside the United States and Canada-Submission after Award (OCT 2010)

252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States (OCT 2010)

252.225-7013 Duty-Free Entry (JUN 2012)

252.225-7024 Requirement for Products or Services from Iraq or Afghanistan (APR 2010)

252.225-7027 Restriction on Sales Contingent Fees for Foreign Military Sales (FMS) (APR 2003)\*

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003)

252.225-7030 Restriction on the Acquisition of Carbon, Alloy, and Armor Steel Plate (APR 2003)

252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces (FEB 2013)

252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (Deviation 2013-00015) (JUN 2013)\*

252.225-7041 Correspondence in English (JUN 1997)

252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (MAR 2006)\*

252.225-7991 Requirement for Products or Services from a Central Asian State (DEVIATION 2013-00007) (JAN 2013)

252.225-7992 Acquisition Restricted to Products or Services from a Central Asian State (DEVIATION 2013-00007) (JAN 2013)

252.225-7993 Prohibition on Contracting with the Enemy (DEVIATION 2014-00008) (FEB 2014)

252.225-7994 Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (DEVIATION 2013-00014) (AUG 2013)

252.225-7995 Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEVIATION 2013-00015) (JUN 2013)\*

252.225-7999 Requirement for Products or Services from Central Asia, Pakistan, or the South Caucasus (DEVIATION 2013-00007) (JAN 2013)

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)

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**Name of Offeror or Contractor:**

252.227-7013 Rights in Technical Data--Noncommercial Items (JUN 2013)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (MAY 2013)

252.227-7015 Technical Data--Commercial Items (JUN 2013)

252.227-7016 Rights in Bid or Proposal Information (JAN 2011)

252.227-7019 Validation of Asserted Restrictions--Computer Software (SEP 2011)

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legend (MAY 2013)

252.227-7026 Deferred Delivery of Technical Data or Computer Software (APR 1988)

252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 1988)

252.227-7030 Technical Data--Withholding of Payment (MAR 2000)

252.227-7037 Validation of Restrictive Markings on Technical Data (JUN 2013)

252.227-7039 Patents Reporting of Subject Inventions (APR 1990)

252.228-7003 Capture and Detention (DEC 1991)

252.229-7002 Customs Exemptions (Germany) (JUN 1997)

252.229-7006 Value Added Tax Exclusion (United Kingdom) (DEC 2011)

252.229-7007 Verification of United States Receipt of Goods (JUN 1997)

252.229-7998 Taxes Foreign Contracts in Afghanistan (Military Technical Agreements) (DEVIATION 2013-00016) (Jul 2013)

252.229-7999 Taxes Foreign Contracts in Afghanistan (Military Technical Agreements) (DEVIATION 2013-00016) (Jul 2013)

252.232-7002 Progress Payments for Foreign Military Sales Acquisitions (DEC 1991)

252.232-7004 DOD Progress Payment Rates (OCT 2001)

252.232-7006 Wide Area WorkFlow Payment Instructions (MAY 2013)\*

252.232-7007 Limitation of Governments Obligation (APR 2006)\*

252.232-7007 Limitation of Governments Obligation - Alternate I (AUG 1993)\*

252.232-7008 Assignment of Claims (Overseas) (JUN 1997)

252.233-7001 Choice of Law (Overseas) (JUN 1997)

252.234-7001 Notice of Earned Value Management System (APR 2008)

252.234-7002 Earned Value Management System (MAY 2011)\*

252.234-7004 Cost and Software Data Reporting System (NOV 2010)

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**Name of Offeror or Contractor:**

252.234-7004 Cost and Software Data Reporting System - Alternate I (NOV 2010)

252.237-7019 Training for Contractor Personnel Interacting with Detainees (JUN 2013)\*

252.237-7023 Continuation of Essential Contractor Services (Deviation 2009-00010) (OCT 2010)\*

252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008)

252.242-7004 Material Management and Accounting System (MAY 2011)

252.242-7005 Contractor Business Systems (FEB 2012)

252.242-7006 Accounting System Administration (FEB 2012)

252.243-7001 Pricing of Contract Modifications (DEC 1991)

252.244-7001 Contractor Purchasing System Administration (JUN 2012)

252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)

252.245-7002 Reporting Loss of Government Property (APR 2012)

252.245-7003 Contractor Property Management System Administration (APR 2012)

252.245-7004 Reporting, Reutilization, and Disposal (MAY 2013)

252.246-7000 Material Inspection & Receiving Report (JAN 2008)

252.246-7001 Warranty of Data (DEC 1991)

252.246-7003 Notification of Potential Safety Issues (JUN 2013)

252.246-7004 Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)

252.247-7028 Application for U.S. Government Shipping Documentation/Instructions (JUN 2012)

252.249-7002 Notification of Anticipated Contract Termination or Reduction (OCT 2010)

5152.225-5902 Fitness for Duty and Medical / Dental Care Limitations (DEC 2011)

5152.225-5903 Compliance with Law and Regulations (DEC 2011)

5152.225-5908 Government Furnished Contractor Support (May 2012)\*

5152.225-5910 Contractor Health and Safety (DEC 2011)

52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)

52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)

52.204-2 Security Requirements (AUG 1996)

52.204-2 Security Requirements - Alternate I (APR 1984)

52.204-2 Security Requirements - Alternate II (APR 1984)

**Name of Offeror or Contractor:**

52.204-4020 Access and General Protection/Security Policy and Procedures (JUN 2012)

52.204-4021 Contractor Employees Who Require Access to Government Information Systems (JUN 2012)

52.204-4022 Requirement for an OPSEC Standing Operating Procedure/Plan (JUN 2012)

52.204-4023 Notification of Elevated Threat Level Force Protection Condition (FPCON) at Detroit Arsenal (FEB 2013)

52.204-4024 Notification of Random Antiterrorism Measures Program (RAMP) at the Detroit Arsenal (FEB 2013)

52.204-4600 Trusted Associate Sponsorship System (TASS) Program (OCT 2013)\*

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2006)

52.208-9 Contractor Use of Mandatory Sources of Supply or Services (OCT 2008)

52.209-4020 Anti-Terrorism (AT) Level I Training Requirement (JUN 2012)

52.209-4021 Anti-Terrorism (AT) Awareness Training for Contractor Personnel Traveling Overseas (JUN 2012)

52.209-4022 iWATCH Training (JUN 2012)

52.209-4023 OPSEC Training Requirement (JUN 2012)

52.209-4024 Information Assurance (IA)/Information Technology (IT) Training (JUN 2012)

52.209-4025 Notice of Training Opportunities at the Detroit Arsenal (MAR 2013)

52.210-1 Market Research (APR 2011)

52.212-4 Contract Terms and Conditions -- Commercial Items (SEP 2013)

52.212-4 Contract Terms and Conditions -- Commercial Items - Alternate I (AUG 2012)\*

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items - Alternate I (FEB 2000)\*

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items- Alternate II (JUL 2013)\*

52.215-10 Price Reduction for Defective Cost or Pricing Data (AUG 2011)

52.215-11 Price Reduction for Defective Cost or Pricing Data-Modifications (AUG 2011)

52.215-12 Subcontractor Cost or Pricing Data (OCT 2010)

52.215-13 Subcontractor Cost or Pricing Data-Modifications (OCT 2010)

52.215-14 Integrity of Unit Prices (OCT 2010)

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**Name of Offeror or Contractor:**

52.215-14 Integrity of Unit Prices - Alternate I (OCT 1997)

52.215-15 Pension Adjustments and Asset Reversions (OCT 2010)

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (JUL 2005)

52.215-19 Notification of Ownership Changes (OCT 1997)

52.215-23 Limitations on Pass-Through Charges (OCT 2009)

52.215-23 Limitations on Pass-Through Charges - Alternate I (OCT 2009)

52.215-9 Changes or Additions to Make-or-Buy Program (OCT 1997)

52.215-9 Changes or Additions to Make-or-Buy Program - Alternate I (OCT 2010)

52.215-9 Changes or Additions to Make-or-Buy Program - Alternate II (OCT 2010)

52.216-10 Incentive Fee (JUN 2011)\*

52.216-11 Cost Contract - No Fee (APR 1984)

52.216-12 Cost-Sharing Contract - No Fee (APR 1984)

52.216-7 Allowable Cost and Payment (JUN 2013)

52.216-8 Fixed Fee (JUN 2011)

52.217-4001 Separately Priced Option for Increased Quantity (FEB 2007)\*

52.217-8 Option to Extend Services (NOV 1999)\*

52.217-9 Option to Extend the Term of the Contract (MAR 2000)\*

52.219-28 Post-Award Small Business Program Representation (JUL 2013)

52.219-7 Notice of Partial Small Business Set Aside (JUN 2003)

52.219-8 Utilization of Small Business Concerns (JUL 2013)

52.219-9 Small Business Subcontracting Plan (DEVIATION 2013-00014) (AUG 2013)

52.222-1 Notice to the Government of Labor Disputes (FEB 1997)

52.222-17 Nondisplacement of Qualified Workers (JAN 2013)

52.222-2 Payment for Overtime Premiums (JUL 1990)\*

52.222-21 Prohibition of Segregated Facilities (FEB 1999)

52.222-26 Equal Opportunity (MAR 2007)

52.222-29 Notification of Visa Denial (JUN 2003)

52.222-35 Equal Opportunity for Veterans (SEP 2010)

52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)

52.222-37 Employment Reports on Veterans (SEP 2010)

52.222-40 Notification of Employee Rights Under the National Labor

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**Name of Offeror or Contractor:**

Relations Act (DEC 2010)

52.222-41 Service Contract Act of 1965, as Amended (JUL 2005)\*

52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)\*

52.222-49 Service Contract Act -- Place of Performance Unknown (MAY 1989)

52.222-54 Employment Eligibility Verification (AUG 2013)

52.223-10 Waste Reduction Program (MAY 2011)

52.223-11 Ozone-Depleting Substances (MAY 2001)

52.223-19 Compliance with Environmental Management Systems (MAY 2011)

52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)

52.223-4000 Environmental, Safety, and Energy Standards and Regulations (SEP 1978)

52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)

52.223-6 Drug-Free Workplace (MAY 2001)

52.225-14 Inconsistency between English Version and Translation of Contract (FEB 2000)

52.225-26 Contractors Performing Security Functions Outside the United States (JUL 2013)

52.225-4000 Verification of Foreign Military Sales (FMS) Addresses (APR 2000)

52.225-4005 Invited Contractor or Technical Representative Status under U.S.-Republic of Korea (ROK) Status of Forces Agreement (SOFA) (AUG 2012)

52.225-4006 Continuance of Performance during Any State of Emergency in the Republic of Korea (ROK) (AUG 2012)

52.225-4040 Army Materiel Command (AMC) Administrative Requirements for Deployed Contractors (JUN 2005)

52.227-1 Authorization and Consent (JUL 1995)

52.227-1 Authorization and Consent - Alternate I (APR 1984)

52.227-10 Filing of Patent Applications - Classified Subject Matter (Dec 2007)

52.227-11 Patent Rights -- Ownership by the Contractor (Dec 2007)\*

52.227-11 Patent Rights -- Ownership by the Contractor - Alternate IV (JUN 1989)\*

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)

52.227-4500 Distribution and Destruction of Export Control Technical Data Package (TDP) (JUL 2012)

52.228-3 Workers Compensation Insurance (Defense Base Act) (APR 1984)

## Name of Offeror or Contractor:

52.228-7 Insurance-Liability to Third Persons (MAR 1996)

52.229-3 Federal, State, and Local Taxes (FEB 2013)

52.229-6 Taxes--Foreign Fixed-Price Contracts (FEB 2013)

52.229-8 Taxes - Foreign Cost-Reimbursement Contracts (MAR 1990)

52.230-2 Cost Accounting Standards (MAY 2012)

52.230-6 Administration of Cost Accounting Standards (JUN 2010)

52.232-1 Payments (APR 1984)

52.232-11 Extras (APR 1984)

52.232-16 Progress Payments (APR 2010)\*

52.232-16 Progress Payments - Alternate III (APR 2003)\*

52.232-18 Availability of Funds (APR 1984)

52.232-20 Limitation of Cost (APR 1984)

52.232-22 Limitation of Funds (APR 1984)

52.232-23 Assignment of Claims (JAN 1986)

52.232-23 Assignment of Claims - Alternate I (APR 1984)

52.232-25 Prompt Payment (JUL 2013)

52.232-32 Performance-Based Payments (AUG 2010)\*

52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts (AUG 2012)\*

52.232-8 Discounts for Prompt Payments (FEB 2002)

52.233-3 Protest After Award (AUG 1996)

52.233-3 Protest After Award Alternate I (JUN 1985)

52.242-1 Notice of Intent of Disallow Costs (APR 1984)

52.242-15 Stop-Work Order (AUG 1989)

52.242-15 Stop-Work Order - Alternate I (APR 1984)

52.242-17 Government Delay of Work (APR 1984)

52.242-3 Penalties for Unallowable Costs (MAY 2001)

52.242-4 Certification of Final Indirect Costs (JAN 1997)

52.242-4007 Wide Area Workflow (WAWF), Codes and Designated Acceptors (APR 2008)\*

52.242-4013 Ballistic Testing - Alternate I (NOV 2005)\*

52.242-4022 Delivery Schedule (SEP 2008)\*

52.243-1 Changes--Fixed Price (AUG 1987) - Alternate I (APR 1984)

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**Name of Offeror or Contractor:**

52.243-1 Changes--Fixed Price (AUG 1987) - Alternate II (APR 1984)

52.243-1 Changes--Fixed Price (AUG 1987) - Alternate III (APR 1984)

52.243-2 Changes - Cost-Reimbursement - Alternate I (APR 1984)

52.243-2 Changes - Cost Reimbursement - Alternate II (APR 1984)

52.243-2 Changes - Cost Reimbursement - Alternate V (APR 1984)

52.243-3 Changes -- Time-and-Materials or Labor-Hours (SEP 2000)

52.244-2 Subcontracts (OCT 2010)\*

52.244-5 Competition in Subcontracting (DEC 1996)

52.245-1 Government Property (APR 2012)

52.245-1 Government Property Alternate I (APR 2012)

52.245-2 Government Property Installation Operation Services (APR 2012)\*

52.245-9 Use and Charges (AUG 2005)

52.246-23 Limitation of Liability (FEB 1997)

52.246-3 Inspection of Supplies - Cost Reimbursement (MAY 2001)

52.246-4 Inspection of Services-Fixed Price (AUG 1996)

52.246-4006 Inspection Point: Origin; Acceptance Point: Destination (FEB 1995)

52.246-4009 Inspection and Acceptance Points: Destination (FEB 1995)

52.246-4028 Inspection and Acceptance Points: Origin (NOV 2005)

52.246-5 Inspection of Services - Cost Reimbursement (APR 1984)

52.246-6 Inspection -- Time-and-Material and Labor-Hour (MAY 2001)

52.246-6 Inspection -- Time-and-Material and Labor-Hour - Alternate I (MAY 2001)

52.247-1 Commercial Bill of Lading Notation (FEB 2006)\*

52.247-29 FOB Origin (FEB 2006)

52.247-30 F.O.B. Origin, Contractors Facility (FEB 2006)

52.247-34 FOB Destination (NOV 1991)

52.247-4005 Shipment of Supplies and Detention of Carrier's Equipment (AUG 2003)

52.247-4010 Transportation Data for FOB Origin Offers (FEB 1994)

52.247-4011 FOB Point (SEP 1978)

52.247-4017 Depot Addresses for the Applicable Mode of Shipments: In-the-Clear Addresses (NOV 2009)

52.247-4021 Transportation Account Code (TAC) for FOB Origin Shipment (ACC-WRN) (FEB 2012)

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**Name of Offeror or Contractor:**

52.247-48 FOB Destination--Evidence of Shipment (Deviation) (FEB 1999)

52.247-52 Clearance and Documentation Requirements Shipments to DOD Air or Water Terminal Transshipment Points (FEB 2006)

52.247-55 FOB Point for Delivery of GFP (JUN 2003)

52.247-58 Loading, Blocking, and Bracing of Freight Car Shipments (APR 1984)

52.247-59 FOB Origin--Carload and Truckload Shipments (APR 1984)

52.247-60 Guaranteed Shipping Characteristics (OCT 2011)\*

52.247-63 Preference for U.S. Flag Air Carriers (JUN 2003)

52.247-65 FOB Origin--Prepaid Freight--Small Package Shipments (JAN 1991)

52.247-68 Report of Shipment (REPSHIP) (FEB 2006)

52.249-14 Excusable Delays (APR 1984)

52.249-2 Termination for Convenience (Fixed Price) (APR 2012)

52.249-6 Termination (Cost Reimbursement) (MAY 2004)

52.249-6 Termination (Cost Reimbursement) - Alternate IV (SEP 1996)

52.249-8 Default (Fixed-Price Supply & Service) (APR 1984)

52.253-1 Computer Generated Forms (JAN 1991)

52-215-2 Audit and Records-Negotiation - Alternate I (MAR 2009)

5152.222-5900 Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports (APR 2013)

5152.223-5900 Reporting Kidnappings, Serious Injuries and Death (AUG 2011)

5152.225-5900 Arming Requirements and Procedures for Personal Security Services Contractors and for Requests for Personal Protection (DEC 2011)

5152.225-5901 Armed Personnel Incident Reports (FEB 2013)

5152.225-5904 Monthly Contractor Census Reporting (AUG 2011)

5152.225-5905 Contract Delivery Requirements (AUG 2011)\*

5152.225-5906 Shipping Instructions for Weapons (AUG 2011)

5152.225-5907 Medical Screening and Vaccination Requirements for Contractor Employees Operating in the CENTCOM Area of Responsibility AOR) (DEC 2011)

5152.225-5914 Commodity Shipping Instructions (Afghanistan) (AUG 2011)

5152.225-5915 Contractor Accountability and Personnel Recovery (Afghanistan) (AUG 2011)

5152.247-5900 Inbound/Outbound Cargo and Contractor Equipment Census (APR 2012)

AI 32.4 Payment by Electronic Funds Transfer (EFT) (Iraq) (NOV 2007)

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-8	52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC/2011
I-9	52.204-2	SECURITY REQUIREMENTS (AUG 1996) -- ALTERNATE I (APR 1984)	APR/1984
I-10	52.204-2	SECURITY REQUIREMENTS (AUG 1996) -- ALTERNATE II (APR 1984)	APR/1984
I-11	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-12	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-13	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-14	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-15	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-16	52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES	OCT/2008
I-17	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-18	52.210-1	MARKET RESEARCH	APR/2011
I-19	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-20	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	JUL/2013
I-21	52.215-2	AUDIT AND RECORDS -- NEGOTIATION (OCT 2010) -- ALTERNATE I (MAR 2009)	MAR/2009
I-22	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-23	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-24	52.215-9	CHANGE OR ADDITIONS TO MAKE-OR-BUY PROGRAM	OCT/1997
I-25	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997) -- ALTERNATE II (OCT 2010)	OCT/2010
I-26	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997) -- ALTERNATE I (OCT 2010)	OCT/2010
I-27	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-28	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	AUG/2011
I-29	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-30	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT/2010
I-31	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-32	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-33	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-34	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-35	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-36	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) -- ALTERNATE I (OCT 2009)	OCT/2009
I-37	52.216-8	FIXED FEE	JUN/2011
I-38	52.216-11	COST CONTRACT--NO FEE	APR/1984
I-39	52.216-12	COST-SHARING CONTRACT--NO FEE	APR/1984
I-40	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
I-41	52.219-7	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-42	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
I-43	52.219-13	NOTICE OF SET-ASIDE OF ORDERS	NOV/2011
I-44	52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV/2011
I-45	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-46	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-47	52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	JAN/2013
I-48	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
I-49	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-50	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-51	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-52	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-53	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-54	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010

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I-55	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-56	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-57	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-58	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-59	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-60	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-61	52.223-10	WASTE REDUCTION PROGRAM	MAY/2011
I-62	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-63	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
I-64	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-65	52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB/2000
I-66	52.225-26	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES	JUL/2013
I-67	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-68	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-69	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	DEC/2007
I-70	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
I-71	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-72	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-73	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	FEB/2013
I-74	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-75	52.232-1	PAYMENTS	APR/1984
I-76	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-77	52.232-17	INTEREST	OCT/2010
I-78	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-79	52.232-20	LIMITATION OF COST	APR/1984
I-80	52.232-22	LIMITATION OF FUNDS	APR/1984
I-81	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-82	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-83	52.232-25	PROMPT PAYMENT	JUL/2013
I-84	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-85	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-86	52.233-1	DISPUTES	JUL/2002
I-87	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-88	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-89	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-90	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-91	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-92	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-93	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-94	52.242-13	BANKRUPTCY	JUL/1995
I-95	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-96	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-97	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE III (APR 1984)	APR/1984
I-98	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE V (APR 1984)	APR/1984
I-99	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-100	52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-101	52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP/2000
I-102	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-103	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2013
I-104	52.245-1	GOVERNMENT PROPERTY (APR 2012) -- ALTERNATE I (APR 2012)	APR/2012
I-105	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-106	52.245-9	USE AND CHARGES	APR/2012
I-107	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-108	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-109	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-110	52.248-1	VALUE ENGINEERING	OCT/2010
I-111	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-112	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-113	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) -- ALTERNATE IV (SEP 1996)	SEP/1996
I-114	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-115	52.249-14	EXCUSABLE DELAYS	APR/1984

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I-116	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-117	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-118	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-119	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-120	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-121	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-122	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-123	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-124	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-125	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
I-126	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-127	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-128	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-129	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-130	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-131	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-132	252.216-7004	AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL	SEP/2011
I-133	252.216-7005	AWARD FEE	FEB/2011
I-134	252.217-7000	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DEC 1991) -- ALTERNATE I (DEC 1991)	DEC/1991
I-135	252.217-7012	LIABILITY AND INSURANCE	AUG/2003
I-136	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-137	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-138	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/2012
I-139	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-140	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2012) -- ALTERNATE I (JAN 2014)	JAN/2014
I-141	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-142	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION AFTER AWARD	OCT/2010
I-143	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-144	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-145	252.225-7013	DUTY-FREE ENTRY	OCT/2013
I-146	252.225-7024	REQUIREMENT FOR PRODUCTS OR SERVICES FROM AFGHANISTAN	SEP/2013
I-147	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
I-148	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC/2006
I-149	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-150	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-151	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-152	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	JUN/2013
I-153	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	MAY/2013
I-154	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	JUN/2013
I-155	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-156	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-157	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-158	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-159	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-160	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-161	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
I-162	252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
I-163	252.228-7003	CAPTURE AND DETENTION	DEC/1991
I-164	252.229-7002	CUSTOMS EXEMPTIONS (GERMANY)	JUN/1997
I-165	252.229-7006	VALUE ADDED TAX EXCLUSION (UNITED KINGDOM)	DEC/2011
I-166	252.229-7007	VERIFICATION OF UNITED STATES RECEIPT OF GOODS	JUN/1997
I-167	252.232-7002	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	DEC/1991
I-168	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-169	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001

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I-170	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-171	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-172	252.233-7001	CHOICE OF LAW (OVERSEAS)	JUN/1997
I-173	252.234-7004	COST AND SOFTWARE DATA REPORTING SYSTEM	NOV/2010
I-174	252.234-7004	COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2010) -- ALTERNATE I (NOV 2010)	NOV/2010
I-175	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-176	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
I-177	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	MAY/2011
I-178	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-179	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-180	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-181	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-182	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-183	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION	JUN/2012
I-184	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-185	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-186	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-187	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-188	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-189	252.246-7001	WARRANTY OF DATA	DEC/1991
I-190	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-191	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
I-192	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
I-193	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	OCT/2010
I-194	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUL 2013) - ALTERNATE I (AUG 2012)	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- [TBD AT TO LEVEL]

(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.

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(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.

(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- [TBD AT TO LEVEL]; 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.

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(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.

(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 System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer Other Than System for Award Management), 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

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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.

(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- [TBD AT TO LEVEL].

(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- [TBD AT TO LEVEL]

(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

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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 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 Contractor's 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--

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(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).

(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:

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

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

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

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

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(t) System for Award Management (SAM).

(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 SAM database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractors SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations. (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

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52.212-5

TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JAN 2014) -- ALTERNATE II (NOV 2013)

NOV/2013

\fprq1(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which will be determined at the TO level, 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)).

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--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 (Jul 2013) (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 (Aug 2013) (31 U.S.C. 6101 note).

\_\_\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (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 (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013)(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)).

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- \_\_\_ (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 (Jul 2013)(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 (Jul 2013)(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 (Jul 2013) (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 (Jul 2013) (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 (Jan 2014) (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 (Aug 2013). (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.

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- \_\_\_ (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 2013) (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) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).
- \_\_\_ (46) 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)).
- \_\_\_ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (48) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).
- \_\_\_ (49) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).
- \_\_\_ (50) 52.232-36, Payment by Third Party (Jul 2013)(31 U.S.C. 3332).
- \_\_\_ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- \_\_\_ (52)(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) (Nov 2006)(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 (Feb 2002)(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) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).
- \_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
- \_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to

**Name of Offeror or Contractor:**

(i) Examine any of the Contractors or any subcontractors records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(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), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause

(A) 52.20313, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.2198, Utilization of Small Business Concerns (Jul 2013) (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 52.2198 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.22226, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) 52.22235, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(F) 52.22236, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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

(H) 52.22241, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(I) 52.22250, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(J) 52.22251, 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.).

(K) 52.22253, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(L) 52.22254, Employment Eligibility Verification (Aug 2013).

(M) 52.2266, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110247). Flow down required in accordance with paragraph (e) of FAR clause 52.2266.

(N) 52.24764, 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 52.24764.

(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.

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(End of Clause)

I-196            52.212-5            CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR            FEB/2000  
EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2014) - ALTERNATE I (FEB  
2000)

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

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

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

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

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

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

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

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

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

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (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 (Aug 2013) (31 U.S.C. 6101 note).

\_\_\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (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.

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- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_ (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013)(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 (Jul 2013)(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 (Jul 2013)(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 (Jul 2013) (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 (Jul 2013) (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 (Jan 2014) (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 (Aug 2013). (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.)

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- \_\_\_ (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 2013) (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) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).
- \_\_\_ (46) 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)).
- \_\_\_ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (48) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).
- \_\_\_ (49) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).
- \_\_\_ (50) 52.232-36, Payment by Third Party (Jul 2013)(31 U.S.C. 3332).
- \_\_\_ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- \_\_\_ (52)(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.
- \_\_\_ (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

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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) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008)(31 U.S.C. 5112(p)(1)).

(d)(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 \$560,000 (\$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) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(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 (Aug 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 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.

(xv) 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)

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52.216-7

ALLOWABLE COST AND PAYMENT

JUN/2013

## (a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the -1- [TBD AT TO LEVEL] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

## (b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

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

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

(B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless

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

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

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of

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services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

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(B) General Organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at [://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

**Name of Offeror or Contractor:**

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
- (2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of Clause)

**Name of Offeror or Contractor:**

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

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

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

(c) Withholding of payment. (1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

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

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

(e) Fee payable.

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

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

(i) Payments made under assignments; or

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the simplified acquisition threshold, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract, not including the minimum quantity task order in accordance with paragraph A.2.1.

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

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**Name of Offeror or Contractor:**

(1) Any order for a single item in excess of N/A;

(2) Any order for a combination of items in excess of N/A; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-200 52.216-22 INDEFINITE QUANTITY

OCT/1995

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

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

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

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

(End of Clause)

I-201 52.217-8 OPTION TO EXTEND SERVICES

NOV/1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within -1- [TBD AT TO LEVEL].

(End of Clause)

I-202 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)



**Name of Offeror or Contractor:**

(End of Clause)

I-206 52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR

DEC/2007

(a) As used in this clause--

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

Made means--

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights. (1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) License. (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

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

(c) Contractor's obligations. (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

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

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

**Name of Offeror or Contractor:**

provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

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

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

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

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

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

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

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

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

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

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

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

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture

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is not commercially feasible.

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

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

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

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

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

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

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

(j) Communications. -1- [TBD AT TO LEVEL]

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

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

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

(End of clause)

I-207      52.227-11      PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (DEC 2007) -- ALTERNATE      JUN/1989  
IV (JUN 1989)

(a) As used in this clause--

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

Made means--

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

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(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights. (1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) License. (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

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

(c) Contractor's obligations. (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

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

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

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

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

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

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

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ownership in that country.

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

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

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

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

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

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

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

(5) The Contractor shall establish and maintain active and effective procedures to ensure that subject inventions are promptly identified and timely disclosed, and shall submit a description of the procedures to the Contracting Officer so that the Contracting Officer may evaluate and determine their effectiveness.

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

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

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

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

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

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

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

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

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

(j) Communications. -1- [TBD AT TO LEVEL]

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

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

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

(End of clause)

I-208      52.229-8      TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS      MAR/1990

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of -1- [TBD AT TO LEVEL], or from which the Contractor or any subcontractor under this contract is exempt under the laws of -2- [TBD AT TO LEVEL], shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of Clause)

I-209      52.232-7      PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS      AUG/2012

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate.

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(1) 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

- (i) Performed by the Contractor;
- (ii) Performed by the Subcontractors; or
- (iii) Transferred between divisions, subsidiaries, or affiliated of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly 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 employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

- (i) Individual daily job timekeeping records;
- (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
- (iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a), but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) 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. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

**(b) Materials.**

(1) For the purposes of 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) 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.); and

(D) Applicable indirect costs.

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

(i) Quantities being acquired; and

(ii) Actual cost of any modification necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

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

(ii) Ordinarily 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.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractors written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

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

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) 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 performing 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 performing 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.

(e) 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 material costs had

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been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the completion voucher and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion voucher, 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 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and 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:

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

(2) 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.

(3) 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.

(h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the -1- [TBD AT TO LEVEL] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, 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.

(End of Clause)

I-210

52.232-16

PROGRESS PAYMENTS (APR 2012) -- ALTERNATE III (APR 2003)

APR/2003

(a) Computation of amounts.

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

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

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

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

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

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- (i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and
- (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors total costs for progress payments until paid).
- (4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:
- (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
- (ii) Costs incurred by subcontractors or suppliers.
- (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
- (iv) Payments made or amounts payable to the subcontractors or suppliers, except for--
- (A) completed work, including partial deliveries, to which the Contractor has acquired title; and
- (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.
- (5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.
- (6) The total amount of progress payments shall not exceed 80 percent of the total contract price.
- (7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.
- (8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.
- (9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.
- (b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.
- (c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:
- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).
- (2) Performance of this contract is endangered by the Contractors --
- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.
- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
- (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
- (5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.
- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.
- (d) Title.

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

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

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

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

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

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

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

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

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

(i) exclude the allocable costs of the property from the costs of contract performance, and

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

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

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

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

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

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

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

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

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

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

(3) Each Contractor request for progress payment shall:

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

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- (ii) Include any additional supporting documentation requested by the Contracting Officer.
- (h) Special terms regarding default. If this contract is terminated under the Default clause,
- (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and
- (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.
- (i) Reservations of rights.
- (1) No payment or vesting of title under this clause shall --
- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Governments rights and remedies under this clause --
- (i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:
- (1) The amounts included are limited to --
- (i) The unliquidated remainder of financing payments made; plus
- (ii) Any unpaid subcontractor requests for financing payments.
- (2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.
- (3) If the financing payments are in the form or progress payments, the terms of the subcontract or interdivisional order concerning progress payments --
- (i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;
- (ii) Are at least as favorable to the Government as the terms of this clause;
- (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;
- (iv) Are in conformance with the requirements of FAR 32.504(e); and
- (v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if --
- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.
- (4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--
- (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
- (ii) Are in conformance with the requirements of FAR 32.504(f); and
- (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the

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Governments right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

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

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

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

(n) The provisions of this clause will not be applicable to individual orders at or below the simplified acquisition threshold.

(End of Clause)

**Name of Offeror or Contractor:**

I-211

52.232-16

PROGRESS PAYMENTS

APR/2012

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

(a) Computation of amounts.

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

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

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

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

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

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

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

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

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

(ii) Costs incurred by subcontractors or suppliers.

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

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

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

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

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

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

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

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

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

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to an alternate rate when deemed appropriate for proper contract financing.

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

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

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

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

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

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

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

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

(d) Title.

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

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

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

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

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

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

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

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

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

(i) exclude the allocable costs of the property from the costs of contract performance, and

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

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

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

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

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

**Name of Offeror or Contractor:**

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

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

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

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

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

(3) Each Contractor request for progress payment shall:

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

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

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

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

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

(i) Reservations of rights.

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

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

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

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

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

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

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to --

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

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

(3) If the financing payments are in the form or progress payments, the terms of the subcontract or interdivisional order concerning progress payments --

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with

**Name of Offeror or Contractor:**

its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if --

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs

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incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

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

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

(End of Clause)

I-212

52.232-32

PERFORMANCE-BASED PAYMENTS

APR/2012

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contracts description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractors request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the -1- [TBD AT TO LEVEL] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

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

(d) Liquidation of performance-based payments.

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

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

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments,

**Name of Offeror or Contractor:**

liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

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

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

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

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

(f) Title.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Name of Offeror or Contractor:**

Contracting Officer to be inadequate for administration of this clause.

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

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

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

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

(k) Reservation of rights.

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

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

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

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

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

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

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

(1) The name and address of the Contractor;

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

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

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

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

(m) Content of Contractors certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

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

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

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

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

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

## Name of Offeror or Contractor:

(End of Clause)

I-213 52.244-2 SUBCONTRACTS

OCT/2010

(a) Definitions. As used in this clause

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

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

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

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

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

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

(2) Is fixed-price and exceeds

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

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: -1- [TBD AT TO LEVEL]

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting --

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: -2-  
[TBD AT TO LEVEL]

(End of clause)

I-214

52.245-2

GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES

APR/2012

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an ``as-is, where is'' condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

-1- [TBD AT TO LEVEL]

(End of Clause)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> PIIN/SIIN W56HZV-14-R-0030	<b>Page 144 of 229</b> MOD/AMD
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**Name of Offeror or Contractor:**

I-215            52.247-1            COMMERCIAL BILL OF LADING NOTATIONS            FEB/2006

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the -1- [TBD AT TO LEVEL] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the -1- [TBD AT TO LEVEL] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. -2- [TBD AT TO LEVEL]. This may be confirmed by contacting -3- [TBD AT TO LEVEL].

(End of Clause)

I-216            252.203-7004            DISPLAY OF FRAUD HOTLINE POSTER(S)            DEC/2012

(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).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD hotline posters prepared by the DoD Office of the Inspector General. DoD hotline posters may be obtained via the Internet at [http://www.dodig.mil/HOTLINE/hotline\\_posters.htm](http://www.dodig.mil/HOTLINE/hotline_posters.htm).

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

-1- [TBD AT TO LEVEL]

(3) 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.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million 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)

I-217            252.216-7006            ORDERING            MAY/2011

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

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

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

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

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

(End of Clause)

I-218 252.217-7000 EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS DEC/1991

(a) The Government may exercise the option(s) of this contract to fulfill foreign military sales commitments.

(b) The foreign military sales commitments are for:

-1- [TBD AT TO LEVEL]

-2- [TBD AT TO LEVEL]

(End of clause)

I-219 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES APR/2003

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of -1- [TBD AT TO LEVEL], contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(End of clause)

I-220 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES FEB/2013

(a) Definitions. As used in this clause

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

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

"Law of war" means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

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

(b) General.

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

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

**Name of Offeror or Contractor:**

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

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

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

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

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

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

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

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

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

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations.

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

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

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

**Name of Offeror or Contractor:**

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

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware--

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

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under--

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following--

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

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

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

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

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

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(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

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issued in accordance with paragraph (c)(4) of this clause.

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

(v) All personnel have received personal security training. At a minimum, the training shall

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

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

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

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

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

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

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

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

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

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

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

(g) Personnel data.

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

**Name of Offeror or Contractor:**

(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.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons

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

(ii) The -1- [TBD AT TO LEVEL] 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

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(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 Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

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

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

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

(End of clause)

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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MOD/AMD

**Name of Offeror or Contractor:**

I-221 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES MAR/2006

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

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from -1- [TBD AT TO LEVEL].

(End of clause)

I-222 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES JUN/2013  
(DEV 2013-00015) DEPLOYED OUTSIDE THE UNITED STATES (DEVIATION 2013-00015)

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

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

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

"Law of war" means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

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

(b) General.

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

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

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(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(ii) 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 will include in the contract the level of protection to be provided to Contractor personnel.

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

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations.

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

- (i) United States, host country, and third country national laws;
- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware

**Name of Offeror or Contractor:**

- (i) Of the DoD definition of sexual assault in DoDD 6495.01, Sexual Assault Prevention and Response Program;
- (ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and
- (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).
- (4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under
- (i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or
- (ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).
- (5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:
- (i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.
- (ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.
- (6) The appropriate investigative authorities to which suspected crimes shall be reported include the following
- (i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;
- (ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;
- (iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;
- (iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;
- (v) To any command of any supported military element or the command of any base.
- (7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.
- (8) The Contractor shall ensure that Contractor employees accompanying the U.S. Armed Forces are aware of their rights to--
- (A) Hold their own identity or immigration documents, such as passport or drivers license;
- (B) Receive agreed upon wages on time;
- (C) Take lunch and work-breaks;
- (D) Elect to terminate employment at any time;
- (E) Identify grievances without fear of reprisal;
- (F) Have a copy of their employment contract in a language they understand;
- (G) Receive wages that are not below the legal in-country minimum wage;
- (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (I) If housing is provided, live in housing that meets host-country housing and safety standards.
- (e) Pre-deployment requirements.
- (1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S.

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Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

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

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

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

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

(v) All personnel have received personal security training. At a minimum, the training shall--

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

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

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

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

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

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

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

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

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

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

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(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 use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain the 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.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules.

(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.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for personal protection, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD

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Instruction 3020.41, enclosure 2, paragraph 4.e.(2). The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons

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

(ii) The -1- [TBD AT TO LEVEL] 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 Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

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

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

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts

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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)

I-223            252.225-7995            CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND            JUN/2013  
(DEV 2013-            AREA OF RESPONSIBILITY (DEVIATION 2013-00015)  
00015)

(a) General. (1) This clause applies when Contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR) and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

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

(3) Contractor personnel are civilians. When authorized in accordance with paragraph (h) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

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

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

(c) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable--

- (i) United States, host country, and third country national laws;
- (ii) Treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and

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

(2) The Contractor shall ensure that Contractor employees are aware of their rights to--

- (A) Hold their own identity or immigration documents, such as passport or drivers license;
- (B) Receive agreed upon wages on time;
- (C) Take lunch and work-breaks;
- (D) Elect to terminate employment at any time;
- (E) Identify grievances without fear of reprisal;
- (F) Have a copy of their employment contract in a language they understand;
- (G) Receive wages that are not below the legal in-country minimum wage;
- (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (I) If housing is provided, live in housing that meets host-country housing and safety standards.

(d) Preliminary personnel requirements. (1) Specific requirements for paragraphs (d)(2)(i) and (d)(2)(ii) of this clause will be set forth in the statement of work or elsewhere in the contract.

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(2) Before Contractor personnel begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

- (i) All required security and background checks are complete and acceptable.
- (ii) All personnel are medically and physically fit and have received all required vaccinations.

(e) Registration of Contractor personnel.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (e)(3) of this clause.

(2) Upon becoming an employee under this contract, the Contractor shall enter into SPOT, and shall continue to use SPOT web-based system to maintain accurate, up-to-date information throughout the employment in the AOR. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in the AOR with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.

- (i) In all circumstances, this includes any personnel performing private security functions.
- (ii) For personnel other than those performing private security functions, this requirement excludes anyone--
  - (A) Hired under contracts valued below the simplified acquisition threshold;
  - (B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or
  - (C) Who, while afloat, are tracked by the Diary message Reporting System

(3) Follow these steps to register in and use SPOT:

- (i) SPOT registration requires one of the following login methods:
  - (A) A Common Access Card or a SPOT-approved digital certificate; or
  - (B) A Government-sponsored SPOT user ID and password or an Army Knowledge Online (AKO) account.

(ii) To register in SPOT:

- (A) Contractor company administrators should register for a SPOT account at <https://spot.altess.army.mil>; and
- (B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at <https://spot.altess.army.mil/>.

(iv) Refer SPOT application assistance questions to the Customer Support Team at 717-458-0747 or [SPOT.helpdesk@us.army.mil](mailto:SPOT.helpdesk@us.army.mil). Refer to the SPOT Enterprise Suite Resource Center at <http://www.resource.spot-es.net/> for additional training resources and documentation regarding registration for and use of SPOT.

(4) The Contractor shall submit aggregate Contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e. U.S. third country national or local national) of those Contractor personnel who are on contracts valued at more than the simplified acquisition threshold, but performing less than 30 days in the AOR (e.g. day laborers).

(f) Contractor personnel. The Contracting Officer may direct the personnel 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 termination for default or cause.

(g) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the USCENTCOM Commander. If authorized to wear military clothing, Contractor personnel must wear distinguishable from military personnel, consistent with force protection measures.

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

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(h) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for personal protection, the request shall be made through the Contracting Officer to the USCENTCOM Commander, in accordance with DoD Instruction 3020.41, enclosure 2, paragraph 4.e.(2).. The USCENTCOM 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 USCENTCOM Commander, authorizes the carrying of weapons--

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

(ii) The -1- [TBD AT TO LEVEL] 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 USCENTCOM Commander; and

(C) In compliance with applicable Department of Defense and 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 USCENTCOM Commander regarding possession, use, safety, and accountability of weapons and ammunition.

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

(5) 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.

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

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

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

(l) Mortuary affairs. Mortuary affairs for Contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy and DoDI 3020.41 (enclosure 2, paragraph 4.h.).

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

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(n) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (n), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

(End of clause)

I-224 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006) -- ALTERNATE I (MAY 2006) MAY/2006

(a) Contract line item -1- [TBD AT TO LEVEL] is incrementally funded. The sum of \$ [TBD AT TO LEVEL] is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

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

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

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

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

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

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

On execution of contract §-2- [TBD AT TO LEVEL]

-3- -4- -5- [TBD AT TO LEVEL]

§-6- [TBD AT TO LEVEL]

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-3- -4- -5- [TBD AT TO LEVEL]                    \$-6- [TBD AT TO LEVEL]

-3- -4- -5- [TBD AT TO LEVEL]                    \$-6- [TBD AT TO LEVEL]

(End of clause)

I-225                    252.232-7007                    LIMITATION OF GOVERNMENT'S OBLIGATION                    MAY/2006

(a) Contract line item(s) [TBD AT TO LEVEL] through [TBD AT TO LEVEL] are incrementally funded. For these item(s), the sum of \$ [TBD AT TO LEVEL] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Governments convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled Termination for Convenience of the Government. As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractors best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractors notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled Termination for Convenience of the Government.

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

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

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

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

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

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

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

On execution of contract \$-1- [TBD AT TO LEVEL]

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-2- -3- -4- [TBD AT TO LEVEL] \$-5- [TBD AT TO LEVEL]

-2- -3- -4- [TBD AT TO LEVEL] \$-5- [TBD AT TO LEVEL]

-2- -3- -4- [TBD AT TO LEVEL] \$-5- [TBD AT TO LEVEL]

(End of clause)

I-226 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM  
(a) Definitions. As used in this clause--

MAY/2011

Acceptable earned value management system means an earned value management system that generally complies with system criteria in paragraph (b) of this clause.

Earned value management system means an earned value management system that complies with the earned value management system guidelines in the ANSI/EIA-748.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) System criteria. In the performance of this contract, the Contractor shall use--

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(c) If this contract has a value of \$50 million or more, the Contractor shall use an EVMS that has been determined to be acceptable by the Cognizant Federal Agency (CFA). If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (b)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(d) If this contract has a value of less than \$50 million, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

(e) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$50 million or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after--

(1) Contract award;

(2) The exercise of significant contract options; and

(3) The incorporation of major modifications.

During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(g) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized

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representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (b) of this clause.

(h) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(i) Significant deficiencies. (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's EVMS. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action;

(iii) System noncompliance, when the Contractor's existing EVMS fails to comply with the earned value management system guidelines in the ANSI/EIA-748; and

(iv) System disapproval, if initial EVMS validation is not successfully completed within the timeframe approved by the Contracting Officer, or if the Contracting Officer determines that the Contractor's earned value management system contains one or more significant deficiencies in high-risk guidelines in ANSI/EIA-748 standards (guidelines 1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32). When the Contracting Officer determines that the existing earned value management system contains one or more significant deficiencies in one or more of the remaining 16 guidelines in ANSI/EIA-748 standards, the contracting officer will use discretion to disapprove the system based on input received from functional specialists and the auditor.

(4) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(j) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's EVMS, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(k) With the exception of paragraphs (i) and (j) of this clause, the Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at \$50 million or more, the following subcontractors shall comply with the requirements of this clause:

-1- [TBD AT TO LEVEL]

(2) For subcontracts valued at less than \$50 million, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (c) of this clause:

-2- [TBD AT TO LEVEL]

(End of clause)

(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.

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

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

(b) Training requirement. This clause implements Section 1092 of the National Defense Authorization Act for Fiscal Year 2005 (Pub. L. 108-375).

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

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

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

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

(2) Annually thereafter; and

(B) Provide a copy of the training receipt document specified in paragraph (b)(1) of this clause to the Contractor for retention.

(ii) To make these arrangements, the following points of contact apply:

-1- [TBD AT TO LEVEL]

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

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

(End of clause)

I-228 252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES

OCT/2010

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

(1) Essential contractor service means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) Mission-essential functions means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission-essential functions. These services are listed in attachment -1- [TBD AT TO LEVEL], Mission-Essential Contractor Services, dated -2- [TBD AT TO LEVEL].

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

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(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the Contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this clause during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel, or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

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

(End of clause)

I-229            52.217-4001            SEPARATELY PRICED OPTION FOR INCREASED QUANTITY            FEB/2007  
(TACOM)

(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than -1- days [TBD AT TO LEVEL] after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

I-230            52.203-13            CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT            APR/2010  
(a) Definitions. As used in this clause--

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators' request for documents and access to employees with information;

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

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

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

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

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

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

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

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

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

(b) Code of business ethics and conduct.

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

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

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

(2) The Contractor shall--

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

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

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

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

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

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

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

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

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by

**Name of Offeror or Contractor:**

conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

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

(2) An internal control system.

(i) The Contractors internal control system shall--

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

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

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

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

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

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

(1) Monitoring and auditing to detect criminal conduct;

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

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

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

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

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

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

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

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

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

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

(d) Subcontracts.

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

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

(End of clause)

I-231 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-232 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION JUL/2013

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

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(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-233 52.219-9 (DEV SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) (AUG OCT/2001  
2013-00014) 2013) -- ALTERNATE II (OCT 2001)

(a) This clause does not apply to small business concerns.

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

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offerors fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offerors planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

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"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offerors subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANCs or the Indian tribes written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offerors total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

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(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offerors subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

**Name of Offeror or Contractor:**

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offerors official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractors official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offerors efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the programs requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractors lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

**Name of Offeror or Contractor:**

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractors subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offerors planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractors commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Governments fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(1) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

**Name of Offeror or Contractor:**

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

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**Name of Offeror or Contractor:**

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(a) This clause does not apply to small business concerns.

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

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offerors fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offerors planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offerors subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

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(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANCs or the Indian tribes written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offerors total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offerors subcontracting program, and a description of

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the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offerors official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractors official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offerors efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

**Name of Offeror or Contractor:**

- (A) Trade associations;
- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through
- (A) Workshops, seminars, training, etc.; and
- (B) Monitoring performance to evaluate compliance with the programs requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractors lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
- (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.
- (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractors subcontracting plan.
- (6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--
- (1) The master plan has been approved;
- (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
- (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offerors planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractors commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Governments fiscal year.

**Name of Offeror or Contractor:**

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(1) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

Name of Offeror or Contractor:

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

I-235

52.223-3

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

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MOD/AMD

**Name of Offeror or Contractor:**

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-236 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

**Warning**

Contains (or manufactured with, if applicable) \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(End of Clause)

I-237 52.230-2 COST ACCOUNTING STANDARDS MAY/2012

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractors signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractors established cost accounting practices.

**Name of Offeror or Contractor:**

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$700,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

I-238 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

I-239 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-240 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005

Name of Offeror or Contractor:

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at [http://guidebook.dema.mil/20/guidebook\\_process.htm](http://guidebook.dema.mil/20/guidebook_process.htm) (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

I-241 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEVIATION 2013- AUG/2013  
(DEV 2013- 00014)  
00014)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

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

"Historically black colleges and universities," means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

**Name of Offeror or Contractor:**

"Summary Subcontract Report (SSR) Coordinator," means the individual who is registered in eSRS at the Department of Defense (9700).

(b) Except for company or division-wide commercial items subcontracting plans, the term small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

- (1) It is performed on Indian lands or in joint venture with an Indian Tribe or a Tribally-owned corporation, and
- (2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractors small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

- (1) Protege firms which are qualified organizations employing the severely disabled; and
- (2) Former protege firms that meet the criteria in Section 831(g)(4) of Public Law 101-510.

(f) The master plan is approved by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(h)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor identifies the Government Agency in Block 7 (Agency to which the report is being submitted) by selecting the Department of Defense (DoD) (9700) from the top of the second dropdown menu. Do not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (h)(1)(i) of this clause.

(ii) The authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator.

(End of clause)

I-242 252.223-7001 HAZARD WARNING LABELS

DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W56HZV-14-R-0030

**MOD/AMD**

**Name of Offeror or Contractor:**

- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)	ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

I-243	252.225-7991 (DEV 2013- 00007)	REQUIREMENT FOR PRODUCTS OR SERVICES FROM A CENTRAL ASIAN STATE (DEVIATION 2013-00007)	JAN/2013
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(a) Definitions. As used in this clause--

(1) "Product from a Central Asian state" means a product (including a commercial item) that is mined, produced, or manufactured in the Kyrgyz Republic, the Republic of Kazakhstan, the Republic of Tajikistan, the Republic of Uzbekistan, or Turkmenistan. This term does not include construction material brought to the construction site by the contractor or subcontractor for incorporation into the building or work, but does cover material separately purchased by the Government to be incorporated into the building or work.

(2) "Service from a Central Asian state" means a service (including construction) that is performed in the Kyrgyz Republic, the Republic of Kazakhstan, the Republic of Tajikistan, the Republic of Uzbekistan, or Turkmenistan, by citizens or permanent resident aliens of these countries.

(b)(1) The Contractor shall provide only products from a Central Asian state or services from a Central Asian state, unless, in its offer, it specified that it would provide products or services other than products from a Central Asian state or services from a Central Asian state.

(2) For construction contracts, the Contractor is encouraged, but not required, to use construction material from a Central Asian state. (The use of construction material from other than Central Asian states may also be subject to Balance of Payments Program or trade agreements restrictions, if the contract includes the clause 252.225-7044, Balance of Payments Program Construction Material, used with its Alternate I; or 252.225-7045, Balance of Payments Program Construction Material Under Trade Agreements, used with its Alternate II or Alternate III.)

(End of clause)

I-244	252.225-7992 (DEV 2013- 00007)	ACQUISITION RESTRICTED TO PRODUCTS OR SERVICES FROM A CENTRAL ASIAN STATE (DEVIATION 2013-00007)	JAN/2013
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(a) Definitions. As used in this clause--

(1) "Product from a Central Asian state" means a product (including a commercial item) that is mined, produced, or manufactured in the Kyrgyz Republic, the Republic of Kazakhstan, the Republic of Tajikistan, the Republic of Uzbekistan, or Turkmenistan. This term does not include construction material brought to the construction site by the contractor or subcontractor for incorporation into the building or work, but does cover material separately purchased by the Government to be incorporated into the building or work.

**Name of Offeror or Contractor:**

(2) "Service from a Central Asian state" means a service (including construction) that is performed in the Kyrgyz Republic, the Republic of Kazakhstan, the Republic of Tajikistan, the Republic of Uzbekistan, or Turkmenistan, by citizens or permanent resident aliens of these countries.

(b)(1) The Contractor shall provide only products from a Central Asian state or services from a Central Asian state.

(2) For construction contracts, the Contractor is encouraged, but not required, to use construction material from a Central Asian state. (The use of construction material from other than Central Asia, Pakistan, or the South Caucasus may also be subject to Balance of Payments Program or trade agreements or restrictions, if the contract includes the clause 252.225-7044, Balance of Payments Program Construction Material, used with its Alternate I; or 252.225-7045, Balance of Payments Program Construction Material Under Trade Agreements, used with its Alternate II or Alternate III.)

(End of clause)

I-245            252.225-7993            PROHIBITION ON CONTRACTING WITH THE ENEMY (DEVIATION 2014-00008)            FEB/2014  
(DEV 2014-00008)

(a) The Contractor shall exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(b) The Contractor shall exercise due diligence to ensure that none of their subcontracts are associated with a person or entities listed in NDAA FY2012 Section 841/FY2014 Section 831 Identified Entities list posted at <http://www.acq.osd.mil/dpap/pacc/cc/policy.html>.

(c) The Head of the Contracting Activity (HCA) has the authority to

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) and (b) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(d) The substance of this clause, including this paragraph (d), is required to be included in subcontracts under this contract that have an estimated value over \$50,000.

(End of clause)

I-246            252.225-7994            ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE            FEB/2014  
(DEV 2014-00008)            UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2014-00008)

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not--

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000.

(End of clause)

I-247            252.225-7999            REQUIREMENT FOR PRODUCTS OR SERVICES FROM CENTRAL ASIA, PAKISTAN, OR            JAN/2013  
(DEV 2013-00007)            THE SOUTH CAUCASUS (DEVIATION 2013-00007)

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

**Name of Offeror or Contractor:**

(1) "Product from Central Asia, Pakistan, or the South Caucasus" means a product (including a commercial item) that is mined, produced, or manufactured in Georgia, the Kyrgyz Republic, Pakistan, the Republic of Armenia, the Republic of Azerbaijan, the Republic of Kazakhstan, the Republic of Tajikistan, the Republic of Uzbekistan, or Turkmenistan. This term does not include construction material brought to the construction site by the contractor or subcontractor for incorporation into the building or work, but does cover material separately purchased by the Government to be incorporated into the building or work.

(2) "Service from Central Asia, Pakistan, or the South Caucasus" means a service (including construction) that is performed in Georgia, the Kyrgyz Republic, Pakistan, the Republic of Armenia, the Republic of Azerbaijan, the Republic of Kazakhstan, the Republic of Tajikistan, the Republic of Uzbekistan, or Turkmenistan by citizens or permanent resident aliens of these countries.

(b)(1) The Contractor shall provide only products from Central Asia, Pakistan, or the South Caucasus or services from Central Asia, Pakistan, or the South Caucasus under this contract, unless, in its offer, it specified that it would provide products or services other than products from Central Asia, Pakistan, or the South Caucasus or services from Central Asia, Pakistan, or the South Caucasus.

(2) For construction contracts, the Contractor is encouraged, but not required, to use construction material from Central Asia, Pakistan, or the South Caucasus. (The use of construction material from other than Central Asia, Pakistan, or the South Caucasus may also be subject to Balance of Payments Program or trade agreements restrictions, if the contract includes the clause 252.225-7044, Balance of Payments Program Construction Material, used with its Alternate I; or 252.225-7045, Balance of Payments Program Construction Material Under Trade Agreements, used with its Alternate II or Alternate III.)

(End of clause)

I-248	252.229-7998 (DEV 2013- 00016)	TAXES -- FOREIGN CONTRACTS IN AFGHANISTAN (MILITARY TECHNICAL AGREEMENT) (DEVIATION 2013-00016)	JUL/2013
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(a) This acquisition is covered by the Military Technical Agreement (MTA) entered into between the International Security Assistance Forces (ISAF) and Interim Administration of Afghanistan in April 2002 and the 2011 Letter of Interpretation issued on March 9, 2011.

(b) The Military Technical Agreement establishes the basic rules and exempts NATO/ISAF and its contractors and subcontractors from paying any tax or similar charge assessed within Afghanistan. The MTA also exempts the acquisition, importation, exportation and use of supplies and services in Afghanistan from all Afghan taxes, fees, duties or other form of revenue generation.

(c) The Contractors shall exclude any Afghan taxes, customs duties or similar charges from its contract price, except as modified in paragraph (d) below.

(d) The ISAF 2011 Letter of Interpretation (LOI) modified the MTA's tax exemption effective March 21, 2011--

(1) "Local contractors" are subject to tax "for profits earned" from NATO/ISAF contracts or subcontract and may include that tax in its contract price. The goods, materials and supplies acquired and the services provided by local contractors for the use of NATO/ISAF, NATO member states, and non-NATO member states participating in the ISAF remain exempt from all taxes, duties, sales or other taxes, import fees, or fees of any kind. A contractor or subcontractor may include the tax on profits in its contract price.

(2) Afghan citizens employed by NATO/ISAF contractors and subcontractors are subject to Afghan tax laws. To the extent required by Afghan law, contractors and subcontractors are required to withhold tax from the wages of these employees and to remit those withholdings to the Afghanistan Revenue Department. These withholdings are an individual's liability, not a tax against the contractor or subcontractor.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

I-249	252.229-7999 (DEV 2013- 00016)	TAXES -- FOREIGN CONTRACTS IN AFGHANISTAN (DEVIATION 2013-00016)	JUL/2013
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(a) This acquisition is covered by the Agreement regarding the Status of United States Military and Civilian Personnel of the U.S. Department of Defense Present in Afghanistan with Cooperative Efforts in Response to Terrorism, Humanitarian and Civic Assistance, Military Training and Exercises, and other Activities, entered into between the United States and Afghanistan which was concluded by an exchange of diplomatic notes (U.S. Embassy Kabul note No. 202, dated September 26, 2002; Afghan Ministry of Foreign Affairs notes 791 and 93, dated December 12, 2002, and May 28, 2003, respectively), and entered into force on May 28, 2003.

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(b) The Agreement exempts the Government of the United States of America and its contractors, subcontractors and contractor personnel from paying any tax or similar charge assessed within Afghanistan. The Agreement also exempts the acquisition, importation, exportation and use of articles and services in the Republic of Afghanistan by or on behalf of the Government of the United States of America in implementing this agreement from any taxes, customs duties or similar charges in Afghanistan.

(c) The Contractor shall exclude any Afghan taxes, customs duties or similar charges from its contract price.

(d) The Agreement does not exempt Afghan employees of DoD contractors and subcontractors from Afghan tax laws. To the extent required by Afghanistan law, contractors and subcontractors are required to withhold tax from the wages of these employees and to remit those payments to the appropriate Afghanistan taxing authority. These withholdings are an individuals liability, not a tax against the Contractor or subcontractor.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

I-250            252.246-7004            SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS            OCT/2010

(a) Definition. Discipline Working Group, as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with Unified Facilities Criteria (UFC) 1-200-01 for

- (1) Fire protection;
- (2) Structural integrity;
- (3) Electrical systems;
- (4) Plumbing;
- (5) Water treatment;
- (6) Waste disposal; and
- (7) Telecommunications networks.

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

(End of clause)

I-251            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

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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]

I-252 52.216-4723 ORDERING FOR MULTIPLE AWARDS (SERVICE) JUN/2005

(a) Each awardee shall be provided a fair opportunity to be considered for each order in excess of \$3,000, unless one of the exceptions outlined in subparagraph b is met. The Contracting Officer, in making decisions in the award of any individual task order, shall consider price or cost under each order as one of the factors in the selection decision. The Contracting Officer may also consider the following items when developing the factors in the selection decision, tailored for each individual order:

- (1) contractor's record of past performance on earlier orders under the multiple award contract, including quality, timeliness and cost control,
- (2) potential impact on other orders placed with the contractor,
- (3) minimum order requirements, and
- (4) such other factors as the Contracting Officer believes should be taken into account in the best interest of the Government.

The Contracting Officer may use streamlined procedures, including oral presentations, when selecting an order awardee, and should keep contractor submissions to a minimum. The competition requirements of FAR Part 6 and the policies of FAR subpart 15.3 do not apply to the ordering process and the Contracting Officer is not required to use a formal evaluation plan or scoring of offers.

(b) When competing the order, the Contracting Officer must

- (1) provide a fair notice of the intent to make the purchase, including a description of the work the contractor shall perform and the basis upon which the contracting officer will make the selection, to all contractors offering the required services under the multiple award contract; and
- (2) afford all contractors responding to the notice a fair opportunity to submit an offer and have the offer fairly considered.

(c) Each order for services exceeding \$3,000 shall be placed on a competitive basis in accordance with paragraphs (a) and (b) above, unless the contracting officer waives this requirement on the basis of a written determination that -

- (1) One of the circumstances described at FAR 16.505(b)(2)(i) through (iv) applies to the order; or
- (2) A statute expressly authorizes or requires that the purchase be made from a specified source.

(d) A multiple contract awardee may at any time after contract award offer a lower price than that provided for in this contract, and the Contracting Officer may accept the contractor's lower cost/price in making decisions in the award of any order.

(e) Task orders are not subject to protest under FAR Subpart 33.1, unless the order increases the scope, period, or maximum value of the contract. However, concerns with the award of orders can be brought to the attention of the Army Contracting Command - Warren (DTA) Ombudsperson, Ms. LaRuth Shepherd (Army Contracting Command - Warren (DTA, Michigan), AMSTA-AQ-C, (586) 574-6597.

[End of Clause]

I-253 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small

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disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor\\_protege/](http://www.acq.osd.mil/sadbu/mentor_protege/)

or

<http://sellingtoarmy.info/User/ShowPage.aspx?SectionID=12>

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

I-254

52.223-4000  
(TACOM)

ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS

SEP/1978

(a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective date of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

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## SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0001	DATA DELIVERABLE REQUIREMENT TO SATISFY MINIMUM QUANTITY		004	DATA
Attachment 0002	KBS PRICING LABOR MATRIX (WITH LABOR DESCRIPTIONS/MINIMUM QUALIFICATIONS)		001	DATA
Attachment 0003	KBS EXPERIENCE MATRIX/NARRATIVE		001	DATA
Attachment 0004	KBS CROSS-REFERENCE MATRIX		001	DATA
Attachment 0005	KBS SMALL BUSINESS PARTICIPATION FACTOR WORKBOOK		001	DATA
Attachment 0006	SMALL BUSINESS PARTICIPATION FACTOR WORKBOOK INSTRUCTIONS		001	DATA
Attachment 0007	RESERVED		001	DATA
Attachment 0008	RESERVED		001	DATA
Attachment 0009	TASK ORDER REQUEST: NIE		001	DATA
Attachment 0010	TOR ATTACHMENT 1, NIE PWS		014	DATA
Attachment 0011	TOR ATTACHMENT 2, NIE CDRLS		007	DATA
Attachment 0012	TOR ATTACHMENT 3, KBS PRIME PROPOSAL SUMMARY FILE - NIE		001	DATA
Attachment 0013	TOR ATTACHMENT 4, NIE DD 254		001	DATA

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL/2013
K-2	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-3	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	DEC/2012
K-4	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-5	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-6	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2014

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$35.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance Sealed Bidding. This provision applies to invitations for bids except those in which the place

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of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act/Free Trade Agreements/Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

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\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services Certification.

\_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA Designated Products (Alternate I only).

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K-7      252.204-7007      ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS      MAY/2013

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus Representation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price Adjustment Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

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(v) 252.229-7012, Tax Exemptions (Italy)Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vi) 252.229-7013, Tax Exemptions (Spain)Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

(ii) 252.225-7000, Buy AmericanBalance of Payments Program Certificate.

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

(iv) 252.225-7022, Trade Agreements CertificateInclusion of Iraqi End Products.

(v) 252.225-7031, Secondary Arab Boycott of Israel.

(vi) 252.225-7035, Buy AmericanFree Trade AgreementsBalance of Payments Program Certificate.

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at https://www.acquisition.gov/. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

K-8 52.215-4005 MINIMUM ACCEPTANCE PERIOD (TACOM)

OCT/1985

(a) ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

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(b) The Government requires a minimum acceptance period of 120 calendar days.

(c) In the space provided immediately below, offerors may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

(End of Provision)

K-9            52.204-5            WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)            MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [ ] is a women-owned business concern.

(End of Provision)

K-10            52.209-7            INFORMATION REGARDING RESPONSIBILITY MATTERS            JUL/2013

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

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(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

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

(End of provision)

K-11            52.212-3            OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV            APR/2011  
2013) - ALTERNATE I (APR 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certificates electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certificates electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation" as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

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- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

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(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-- Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it  
\_\_\_ is,  
\_\_\_ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  
\_\_\_ is,  
\_\_\_ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  
\_\_\_ is,  
\_\_\_ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it  
\_\_\_ is,  
\_\_\_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  
\_\_\_ is,  
\_\_\_ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

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(i) It \_\_\_ is, \_\_\_ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:]

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It \_\_\_ is, \_\_\_ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that omplies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:]

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it \_\_\_ is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either

(A) It \_\_\_ is, \_\_\_ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It \_\_\_ has, \_\_\_ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:]

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\_\_\_\_\_.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It \_\_\_ is, \_\_\_ not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(8) of this provision.) [The offeror shall check the category in which its ownership falls]:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It \_\_\_ has, \_\_\_ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It \_\_\_ has, \_\_\_ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test

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in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
[List as necessary]	

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
[List as necessary]	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled Buy American Act -- Free Trade Agreements -- Israeli Trade Act. The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
[List as necessary]	

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled Buy American Act -- Free Trade Agreements -- Israeli Trade Act:

Canadian End Products:

Name of Offeror or Contractor:

Line Item No.:

[List as necessary]

(3) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act``:

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act``:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled Trade Agreements.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to

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fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) \_\_\_ Are, \_\_\_ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) \_\_\_ Have, \_\_\_ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) \_\_\_ Are, \_\_\_ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) \_\_\_ Have, \_\_\_ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product                      Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

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**Name of Offeror or Contractor:**

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1)  Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2)  Certain services as described in FAR 22.1003-4(d)(1). The offeror  does  does not certify that

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\* TIN: \_\_\_\_\_.

\* TIN has been applied for.

\* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\* Sole proprietorship;

\* Partnership;

\* Corporate entity (not tax-exempt);

\* Corporate entity (tax-exempt);

\* Government entity (Federal, State, or local);

\* Foreign government;

\* International organization per 26 CFR 1.6049-4;

\* Other \_\_\_\_\_.

(5) Common parent.

\* Offeror is not owned or controlled by a common parent;

\* Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations--

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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**Name of Offeror or Contractor:**

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/tl1sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

K-12

52.230-1

COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION

MAY/2012

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement Cost Accounting Practices and Certification**

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

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Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

**II. Cost Accounting Standards Eligibility for Modified Contract Coverage**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

**III. Additional Cost Accounting Standards Applicable to Existing Contracts**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes       No

(End of provision)

**Name of Offeror or Contractor:**

K-13      52.230-7      PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES      APR/2005

The offeror shall check yes below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[ ] Yes [ ] No

If the offeror checked Yes above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

K-14      252.209-7993      REPRESENTATION BY CORPORATIONS REGARDING AN UNEPAID DELINQUENT TAX      FEB/2014  
 (DEV 2014-      LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW, FISCAL YEAR  
 00009)      2014 APPROPRIATIONS (DEVIATION 2014-00009)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K-15      52.215-4010      AUTHORIZED NEGOTIATORS      MAR/2013  
 (TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_

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**Name of Offeror or Contractor:**

TITLE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

[End of Provision]

**DRAFT**

**Name of Offeror or Contractor:**

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

## L.1 PROPOSAL INSTRUCTIONS AND CONTENT

L.1.1 The offeror's proposal, subject to FAR 52.215-1 (Instructions to Offerors - Competitive Acquisitions), shall be submitted in the format set forth below. All information necessary for the review and evaluation of a proposal shall be contained in the proposal volumes set forth below. Section M of the solicitation sets forth the evaluation criteria and delineates the Factors and Subfactors to be evaluated and their relative order of importance.

L.1.1.1 Award Without Discussions: The offeror's proposal, as required by this section, will be evaluated as set forth in Section M of this solicitation. FAR 52.215-1 advises offerors that the Government intends to evaluate proposals and award contracts without discussions with offerors. Where awards will be made without discussions, exchanges with offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the offeror's initial proposal should contain its best terms from a cost/price and technical standpoint. However, under FAR 52.215-1(f)(4), the Government reserves the right to hold discussions, if necessary. If the PCO determines that the number of proposals that would otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted, the PCO may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.1.2 General: The offeror's proposal shall be submitted in five separate volumes, as set forth below. All proposal information shall be in the English language. Font size shall be no smaller than 10 point with margins no less than 1 inch (top, bottom, left, and right) excluding headers, footers, and page numbers. The offeror shall number each page and provide an index with each volume. The complete set of volumes shall be accompanied by a cover letter prepared on the company's letterhead. Each of the volumes shall be separated and labeled with full pagination. The proposal shall include a volume for each of the evaluation factors. The offeror's proposal shall be uploaded to the Army Single Face to Industry (ASFI) Bid Response System (BRS) website (in accordance with paragraph L.1.4), clearly labeled, with volumes divided as follows:

Volume #	Volume Title	Page Suggestions
Volume I:	Proposal Terms and Conditions	N/A
Volume II:	Experience Factor	15 pages
Volume III:	Technical Factor	20 pages
Volume IV:	Cost/Price Factor	N/A
Volume V:	Small Business Participation Factor	N/A

L.1.3 Submission Due Date And Time: The offeror's proposal shall be received at the web address set forth below no later than [TIME] local Warren, MI time on the [DATE]. The offeror shall ensure its proposal is received at the initial point of entry to the Government infrastructure (in this case, received through ASFI BRS) before the solicitation closing date and time. Offerors are cautioned that a proposal is not considered received until the final submission via ASFI BRS and a time stamped bid summary is generated. NOTE: These actions are not instantaneous. Offerors should begin the file upload well in advance of the solicitation closing date and time to ensure that the entire proposal is received in time to be considered for award. If the ASFI BRS confirmation time stamp does not meet the solicitation closing date and time as indicated in this paragraph, pursuant to FAR 52.215-1, the proposal may be rejected as late.

L.1.4 Method of Submission: Proposals shall be submitted via the ASFI BRS web site: <https://acquisition.army.mil/asfi/>. NOTE: ASFI website has a 10 Megabyte (MB) maximum capacity for each file uploaded; refer to the information contained on the ACC-WRN Procurement Network Website (<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>) concerning how to submit electronic proposals. In addition, refer to paragraph L.2 regarding submission of Electronic Proposals. For the Price Factor Volume, spreadsheets shall be in a version provided for in paragraph L.2.5(a).

L.1.5 Proposal Submission Guidance: The offeror's proposal shall contain all pertinent representations, certifications, and the specified information required for evaluation of the proposal.

L.1.6 PCO: Offerors are encouraged to contact the PCOmailto:, [INSERT PCO CONTACT INFORMATION HERE], in order to request an explanation of any aspect of these instructions.

L.1.7 Lateness: The lateness rules for submitted proposals are outlined in FAR 52.215-1(c)(3)(ii)(A), "Instructions to Offerors-Competitive Acquisition," incorporated into this solicitation.

L.1.8 All or None: Proposals in response to this solicitation shall be submitted for all the requirements identified in the solicitation. Proposals submitted for less than all the requirements called for by this solicitation will not be considered for award.

L.1.9 Extreme care and attention should be given to ensure that all required items are included in the proposal.

## L.2 NOTICE REGARDING ELECTRONIC PROPOSAL SUBMISSION

**Name of Offeror or Contractor:**

L.2.1 Offerors shall submit the electronic copies of a proposal in accordance with the Section A Clause, entitled TACOM-Warren Electronic Contracting, 52.204-4016.

L.2.2. The offeror shall ensure its proposal is received at the initial point of entry to the Government infrastructure (in this case, received through ASFI BRS) before the solicitation closing date and time. Offerors are cautioned that a proposal is not considered received until all volumes are submitted via ASFI BRS and a time stamped bid summary is generated. NOTE: These actions are not instantaneous. Offerors should begin the file upload well in advance of the solicitation closing date and time to ensure that the entire proposal is received in time to be considered for award. If the ASFI BRS confirmation time stamp is not prior to the solicitation closing date indicated in this paragraph, pursuant to FAR 52.215-1(c)(3(ii)(A), the proposal may be rejected as late.

L.2.3. Given the volume of data and information to be submitted by offerors in response to this solicitation, and the inherent limitations of email bandwidth, offerors may be required to submit proposal volumes in multiple uploads. It is critical that all offerors carefully and completely identify the parts and attachments of its proposal. It is important to note that up to five files can be uploaded at one time. The combined size of five files cannot exceed 10 megabytes (MB). Offerors should break attachments into smaller files or use the upload utility multiple times if files exceed the 10MB size limit.

L.2.4. Offerors are requested, to the maximum extent practical, not to provide attachments from multiple volumes within email messages; each email message should include attachments pertaining to only one volume.

L.2.5 Electronic Copies: Offerors shall submit electronic copies and any supplemental information (such as spreadsheets, backup data, and technical information) using the following file types:

- a. Files in either Microsoft (MS) Windows Vista/MS Office 2007 or Office XP: Word, Excel, or PowerPoint. Spreadsheets shall be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
- b. Files in Adobe Portable Document Format (PDF). Scanners should be set to 200 dots per inch.
- c. Files in Hypertext Markup Language (HTML). HTML documents shall not contain active links to live Internet sites or pages. All linked information shall be contained within the electronic proposal and be accessible offline.

L.2.6 FAR 15.207(c) identifies the steps the Government will take with regard to unreadable proposals. Offerors shall make every effort to ensure that a proposal is virus-free. Proposals (or portions thereof) submitted which reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, will be treated as "unreadable" as described above.

**L.3 VOLUME I - PROPOSAL TERMS & CONDITIONS**

In this Volume, offerors shall provide:

L.3.1 An electronic cover letter (letter of transmittal) which shall identify all enclosures being transmitted in the message.

L.3.1.1 A scanned image of the SF 33 solicitation cover page signed by a person authorized to bind the offeror. Blocks 12, 13, 14, 15A, 15B, 16, 17, and 18 of the SF 33 shall be filled in by the offeror.

L.3.2 One copy of this solicitation (Sections A-K) with all clauses and other fill-ins completed. System for Award Management (SAM) certifications need not be separately submitted.

L.3.3 An affirmative statement that the offeror proposes to meet all the requirements of Section C on its own, or through the use of subcontractor(s).

L.3.4 A statement of agreement to all the terms, conditions, and provisions of this solicitation.

L.3.5 A statement asserting whether the offeror qualifies for the restricted pool based on NAICS Code 541330 (Engineering Services Except Military and Aerospace Equipment and Military Weapons; current size standard of \$35.5 million (M)).

L.3.6 A subcontracting plan (if the offeror is an Other-Than-Small-Business (OTSB) in accordance with FAR 52.219-9).

L.3.7 Organizational Conflict of Interest (OCI).

L.3.7.1 The offeror shall provide an affirmative statement that 1) it agrees to the OCI mitigation strategy identified in paragraph H.22.3.2; and 2) it does not have an OCI as it applies to this solicitation. If the offeror thinks they have an actual or perceived OCI, see paragraph L.3.7.3 below.

L.3.7.2 The provisions of FAR Subpart 9.5, Organizational Conflict of Interest, apply to any award under this solicitation. Potential offerors should review current and planned participation in any other Government contracts, subcontracts, consulting, or

**Name of Offeror or Contractor:**

teaming arrangement(s) where they may be in a position of actual or perceived bias or unfair competitive advantage.

L.3.7.3 Offerors shall disclose any potential OCI situations, not addressed in paragraph H.22.3.1 and mitigated IAW H.22.3.2.1 to the PCO as soon as identified, including prior to proposal submission. The disclosure shall include the facts and an analysis of the actual or perceived conflict and the recommended approach(es) to neutralize or mitigate the OCI. The preferred approach to potential conflicts is to avoid the conflict. Mitigation shall be considered only if it is not practical to avoid the conflict. The PCO will promptly respond to resolve any potential conflicts.

L.3.8 Evidence that the offeror (AND any subcontractor(s) who may handle and access the SECRET information) currently possesses an active SECRET facility clearance (FCL) or higher that can be verified by the Government in the Joint Personnel Adjudication System (JPAS) database as required by paragraph C.1.6.7 of the NIE PWS (Attachment 0010). The Government will not be sponsoring FCLs in support of the NIE requirement.

**L.4 VOLUME II EXPERIENCE FACTOR**

In this Volume, offerors shall provide:

L.4.1 A total of no more than two contracts for each of the areas identified in paragraph L.4.1.2, as performed by the prime offeror itself for L.4.1.2.1 and L.4.1.2.2, which are the most recent (as defined by paragraph L.4.1.1) and relevant (as defined by paragraph L.4.1.2) to the relevance considerations specified in paragraphs L.4.1.2.1 and L.4.1.2.2. For the purposes of this Volume, "contract" shall be defined as:

- A) a single Government or Commercial contract; or,
- B) a single task order placed under a single-award or multiple-award IDIQ task order contract (FAR 16.501-1); or,
- C) a single task order placed under a federal supply schedule (FSS) (FAR 8.405-2); or,
- D) a single order placed under a basic ordering agreement (BOA) (FAR 16.703); or,
- E) a single task order placed under a single-award or multiple-award blanket purchase agreement (BPA) (FAR 8.405-3 or FAR 13.303).

The Government will not consider the past experience of individuals or key personnel in its evaluation under the Experience Factor (only corporate experience under prior contract(s) will be considered).

The Government will not consider the past experience of any proposed subcontractors or teammates in its evaluation under the Experience Factor. Only the experience of the prime offeror will be considered.

L.4.1.1 Recent Contracts. Recent contracts are those performed within three years of the date of issuance of this solicitation.

L.4.1.2 Relevant Contracts. Relevant contracts are those which, as described below in paragraphs L.4.1.2.1 and L.4.1.2.2, are comparable in scope to this solicitation requirement(s). Where prior relevant experience is under a broader IDIQ, BPA, BOA, or FSS-type contract, the offeror shall not just cite the broader IDIQ, BPA, BOA, or FSS-type contract. Rather, the offeror shall include the specific individual task order(s), delivery order(s), or work directive(s) which it considers to be reflective of relevant prior experience. In accordance with paragraph L.4.1, each prior contract(s) identified by the offeror as being applicable will be evaluated based upon the extent to which prior experience is relevant to the solicitation requirements.

Specifically, the extent of relevant experience with the following solicitation requirements will be assessed by the Government:

L.4.1.2.1 Service contracts performed as the prime contractor which included contractor team arrangement(s) (as defined by FAR 9.601) in excess of three organizations, not including the prime offeror. Include detail discussing what type and portion of work was done by each firm.

L.4.1.2.2 Contracts performed either as the prime contractor or subcontractor which required deployment and management of at least six deployed individuals simultaneously to more than two OCONUS locations. For this solicitation, 'management of deployed individuals' includes the pre-deployment recruitment, training, and processing in and out of the National Deployment Center (or equivalent), as well as ensuring the deployed personnel accomplish the mission once deployed.

L.4.2 For each of the recent/relevant contracts identified per paragraph L.4.1, the offeror shall provide the following information within the KBS Experience Matrix/Narrative (Attachment 0003):

L.4.2.1 Contract number; per paragraph L.4.1.2, where prior relevant experience is under a broader IDIQ, BPA, BOA, or FSS-type contract, the offeror shall not just cite the broader IDIQ, BPA, BOA, or FSS-type contract. Rather, the offeror shall include the specific individual task order(s), delivery order(s), or work directive(s) which it considers to be reflective of relevant prior

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experience.

L.4.2.2 Contract type (e.g., firm-fixed-price, time-and-materials).

L.4.2.3 Performance period (e.g., date contract cited in L.4.2.1 was awarded and date it did/will end).

L.4.2.4 Government or commercial contracting activity's mailing address, telephone number, and e-mail address.

L.4.2.5 For Government contract examples, provide the PCO's and Administrative Contracting Officer's (ACO's) name, telephone number and e-mail address; or in the event a commercial contract example is cited, the name, telephone number and e-mail address of a commercial entity's representative that has knowledge of the offeror's cited example.

L.4.2.6 Government or commercial contracting activity technical representative (e.g., Contracting Officer's Representative), name, telephone number and e-mail address.

L.4.2.7 Copies (excerpts) of all SOW/PWS paragraph(s) from the contract(s) cited per paragraph L.4.2.1 describing experience which is relevant to the relevance considerations cited in paragraphs L.4.1.2.1 and L.4.1.2.2.

L.4.2.8 A discussion of specific similarities between the contract SOW/PWS paragraphs included as a result of paragraph L.4.2.7 and the relevance considerations cited in paragraphs L.4.1.2.1 and L.4.1.2.2.

Failure to provide the information requested under paragraph L.4.2 (L.4.2.1-8, particularly paragraphs L.4.2.1-3 and L.4.2.7), so that the Government can evaluate the recency and relevance of claimed experience may result in an assessment that prior experience lacks relevance or recency.

L.4.3 Experience Information. It is the offeror's responsibility to submit thorough and complete information required so the Government may conduct the evaluation of its experience proposal. It is not the Government's responsibility to search for information not contained in the offeror's proposal. However, offerors are advised that the Government may contact the references the offeror provides and/or may contact internal Government or private sources with knowledge of the experience cited in the offeror's proposal to validate or gain a better understanding of the relevance of the offeror's proposed experience.

L.4.4 Cross-Reference Matrix. In addition to populating the KBS Experience Matrix/Narrative (Attachment 0003) required by paragraph L.4.2, the offeror shall also complete the KBS Cross-Reference Matrix (Attachment 0004). The offeror shall populate the yellow-shaded cells by citing up to two prior contracts and assigning a corresponding relevance level, based on the relevance definitions provided within Attachment 0004. The offeror's cited contracts should reflect the types of experience the Government will be using for evaluation purposes, as identified in paragraphs L.4.1.2.1 and L.4.1.2.2.

**L.5 VOLUME III - TECHNICAL FACTOR**

L.5.1 The offeror shall provide its technical approach to performing the NIE task order. The offeror's proposal shall detail its proposed approach to realistically achieve successful performance of this task order. Specifically, the proposal shall address the following:

L.5.1.1 Analyze the NIE PWS (Attachment 0010) and discuss the key success drivers and risks (performance, phase in schedule, and cost) for successfully achieving task order requirements and objectives.

L.5.1.2 Based on the analysis of the NIE PWS (Attachment 0010), discuss the specific technical approach proposed, to include identification of necessary tasks and details on how it proposes to perform the requirements of the NIE PWS (Attachment 0010).

**L.6 VOLUME IV COST/PRICE FACTOR**

L.6.1 General Information. Cost/price factor volume proposals shall be submitted as follows:

L.6.1.1 Proposal Structure. The instructions that follow are not intended to be all-inclusive. The cost/price factor volume shall include data to support the reasonableness of the proposed amounts. Sufficient detail shall be included to allow the Government to evaluate the offeror's price/cost proposal for Cost Realism. The offeror shall show complete development of the elements of the price/cost proposal. The Government may consult with DCAA or DCMA for cost verification. Offerors may submit any other additional price and financial information it considers to be helpful in the Government's evaluation of its price/cost proposal.

L.6.1.2 The Government may use other resources in the evaluation of the cost/price factor volume. In addition to the information referenced below, the Government reserves the right, as a clarification or discussion under FAR 15.306, to request additional data or a more detailed price breakdown to support its determination of reasonableness.

L.6.1.3 Electronic Submission. All spreadsheets shall be in a format provided for in paragraph L.1.2 and shall include all formulas. Print image is not acceptable. Supporting information in Excel may be provided as a separate file or as added tabs to the KBS

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Prime Proposal Summary File NIE (Attachment 0012). The offeror shall provide its supporting narrative, if necessary, in Microsoft Word format (but not Word version 2.0).

L.6.1.4 Accounting System. In order to be considered for award, the offeror shall provide evidence that it has adequate financial management and fund tracking procedures to accommodate a cost reimbursable-type contract. This evidence may include a letter from either DCMA or DCAA or a Certified Public Accountant that states that the offeror has an acceptable accounting system for this type of contract.

L.6.1.5 Proposed elements of cost and applicable profit are to be stated in United States (U.S.) dollars only. The offeror shall state the exchange rate (if applicable) being used to convert any currency to U.S. dollars.

L.6.2 The cost/price factor volume shall include the following:

L.6.2.1 MA IDIQ Pricing Labor Matrix: Contract Ceiling Rates.

L.6.2.1.1 The offeror shall fill in all proposed fully loaded labor rates (to include profit/fee) directly in the KBS Pricing Labor Matrix (Attachment 0002) in accordance with the instructions detailed within said attachment. These rates will become the ceiling rates for all future task orders awarded under this contract suite. Ceiling rates will cap the total cost per labor hour to the Government per labor category regardless of the contract type or whether the proposed labor is performed by the prime contractor or subcontractor. In cases where subcontracted labor is used, ceiling rates include the subcontractor rate plus all applicable prime contractor indirect rates plus applicable prime profit or fee.

L.6.2.1.2 The offeror shall ensure that the rates proposed for all of the labor categories subject to the Service Contract Act (SCA) comply with the minimums specified by the applicable Department of Labor (DoL) Wage Determination.

L.6.2.2 NIE Task Order. The offeror shall prepare its cost/price factor volume consistent with the NIE task order technical solution provided under the Technical Factor; see paragraph L.5.

L.6.2.2.1 The offeror shall provide spreadsheets as added tabs to the KBS Prime Proposal Summary File NIE (Attachment 0012) or as a separate Excel file showing the proposed costs for each CLIN (as defined in Section B of the RFP). Each spreadsheet shall be organized by cost element (i.e., Direct Labor, Subcontracts, Material, Other Direct Costs, Overhead/Indirect, Fee, etc.) time phased by quarter and sub-totaled by calendar year.

L.6.2.2.1.1 Direct Labor. Costs for direct labor shall include the following:

- (a) a quarterly time-phased breakout of the direct labor hours, by labor category (cost element) appropriate to the offeror's accounting system.
- (b) the labor rate for each category of direct labor, including the basis for the rate and any escalation used, and
- (c) the direct labor cost (dollars).

L.6.2.2.1.2 Travel. These amounts shall be consistent with material, ODC, and travel amounts specified in the KBS Prime Proposal Summary File NIE (Attachment 0012).

L.6.2.2.1.3 Subcontracts.

- (a) a quarterly time-phased breakout of the subcontract costs, by subcontractor.

L.6.2.2.1.4 Rates. Show the quarterly time phased application of the proposed direct and indirect rates.

L.6.2.2.1.5 Facilities Capital Cost of Money (FCCM): The offeror shall show the quarterly time phased application of the proposed FCCM rates. The offeror shall identify the Treasury Rate used to develop the amount.

L.6.2.2.1.6 Fee. The offeror shall show the quarterly time phased application of the proposed Fee; the offeror shall state the Fee rate and the estimated total dollar amount included.

L.6.2.2.1.7 The offeror shall provide a list of the direct and indirect rates, by category and by year, used in the development of its proposal. Include, if applicable:

- (a) The date of the current Cost Accounting Standards Board (CASB) Disclosure Statement;

(b) The effective date of the rates or the data that formed the basis for the rates (the date of the burden study analysis or payroll run, etc.);

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(c) A narrative explaining the basis for the estimated rates. Specifically identify any escalation factors used;

(d) State whether these rates represent a Forward Pricing Rate Submission (FPRS) or a Forward Pricing Rate Agreement (FPRA) and note the date of the agreement;

(e) State whether or not the business volume that would be generated if a task order was awarded to your firm as a result of this solicitation has been included in the proposed rate package;

(f) The ending month of the offeror's fiscal year;

(g) For each of the rate categories, the Offeror shall provide both the prior and current fiscal years Incurred Cost rates. Indicate if the prior year rates have been audited. For the current years Incurred Cost rates provide the month ending for those rates.

L.6.2.2.2 The elements discussed below in (a) thru (f) apply to the KBS Prime Proposal Summary File NIE (Attachment 0012):

(a) The offeror shall provide the proposed breakout of Government provided total labor hours between prime and subcontractor for each of the Government provided labor categories.

(b) The offeror shall provide the proposed base labor rate for each proposed labor hour category.

(c) The offeror shall provide associated burdens, if any, on the proposed direct labor costs.

(d) The Government has provided estimated dollars for Travel. The offeror shall provide associated burdens, if any, on the Government provided Material for the NIE task order.

(e) The offeror shall provide the proposed FCCM and/or General and Administrative (G&A) rate, if applicable.

(f) The offeror shall provide the proposed fee.

L.6.2.2.3 The offeror shall provide a Roadmap from its proposed costs to the KBS Prime Proposal Summary File NIE (Attachment 0012):

(a) Provide the calculations showing the translation of the offeror's proposed costs from the spreadsheets described in L.6.2.2.1 to the KBS Prime Proposal Summary File NIE (Attachment 0012).

**L.7 VOLUME V - SMALL BUSINESS PARTICIPATION (SBP) FACTOR**

L.7.1 SBP factor volume: The SBP factor volume is comprised of a single chapter. Offerors are responsible for including sufficient detail to permit a complete evaluation. Any information provided as part of the SBP factor volume may be used to correlate the evaluation of the other proposal volumes.

L.7.1.1 Application: The SBP factor volume submission instructions apply to every offeror (U.S. and non-U.S.), regardless of size status or locations of working facilities or headquarters.

**L.7.1.2 Definitions:**

a. "U.S. small business concerns" are defined in FAR 19 and DFARS 19. U.S. small business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), woman-owned small businesses (WOSBs), HUBZone small businesses (HUBZone SBs), veteran-owned small businesses (VOSBs), and service disabled veteran-owned small businesses (SDVOSBs).

b. "Other Than Small Business" is any entity that is not a U.S. SB concern, including, but not limited to large businesses, educational institutions, non-profits, government entities, and foreign firms.

c. "Alaskan Native Corporation" is defined in FAR 19.701 as any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

d. "Indian Tribe" is defined in FAR 19.701 as any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of

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Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

e. "Contractor team arrangements (CTA)" are defined in FAR 9.601 and include partnerships, joint ventures, and prime and subcontractor relationships.

f. "Small Business Teaming Arrangements (SBTA)" are defined in 13 CFR 125.1 and include joint ventures and prime and subcontractor relationships.

g. "Subcontract" is defined in FAR 19.701 as any agreement (other than one involving an employer-employee relationship) entered into by a Government prime contractor or subcontractor calling for supplies and/or services required for performance of the contract, contract modifications, or subcontract. A more detailed definition which explains what is included and excluded is in 13 CFR 125.3.

L.7.1.3 Small Business Participation Factor Workbook (Attachment 0005) and Small Business Participation Factor Workbook Instructions (Attachment 0006):

a. All offerors, including offerors who are themselves U.S. SB concerns for the NAICS code assigned to this requirement, are required to complete the Small Business Participation Factor Workbook (Attachment 0005), using the detailed Small Business Participation Factor Workbook Instructions (Attachment 0006).

b. An offeror shall fill out the Small Business Participation Factor Workbook (Attachment 0005) with goals for this solicitation specifically, even if it is an OTSB submitting a Comprehensive Subcontracting Plan.

c. The Small Business Participation Factor Workbook (Attachment 0005) shall be submitted in the Microsoft Excel workbook format with all tabs, formulas, and functions that are built into the template in the solicitation. Print image files or pictures (for example, a picture of an Excel spreadsheet embedded in a Word document) or files containing only values are not acceptable.

d. Small Business Participation Factor Workbook (Attachment 0005) Fill-in Tabs ("Prime \$", "Sub \$", "SB Prime List", and "SB Sub List"): When filling in these tabs in the Workbook, the offeror shall include in the dollars for prime contractor participation and subcontractor participation the proposed amounts for all of the Basic CLINs and all of the Option CLINs identified in the KBS Prime Proposal Summary File NIE (Attachment 0012).

e. Small Business Participation Factor Workbook (Attachment 0005) Automatic Tabs (i.e., "Con" and "Rollup"): These tabs in the Workbook are filled in automatically based on the information the offeror filled in on the other four tabs. The offeror shall use these tabs to check for consistency within the Small Business Participation Factor Submittal and between the Small Business Participation Factor Submittal and other parts of the proposal including the Subcontracting Plan and the offeror's cost/price volume.

L.7.1.4 Narrative: If the offeror has a contractor team arrangement, the offeror shall submit a very brief introductory narrative that explains the arrangement. If any offeror has any other need to clarify or explain anything in the SBP factor volume, the information can be included in this narrative.

L.7.1.5 Signature Requirement for Proposed Subcontracts: The Small Business Administration (SBA) Dynamic Small Business Search (DSBS) Database is the official source for the SBA certified designations of 8(a), 8(a) Joint Venture, and HUBZone SB. The government may use this system to verify any SBA certifications of the prime and subcontractors. The government may also use the System for Award Management (SAM) to verify size, ownership, and any other information provided about the prime and subcontractors listed in the proposal. According to 13 CFR 121.411(b) the offeror cannot require subcontractors to use SAM. For any subcontractor listed in the proposal that is not registered in SAM, the offeror shall provide, in accordance with 13 CFR 121.411(f), a certification from that subcontractor stating its small business size and socioeconomic status. This certification shall contain an authorized official's signature on the same page as the size and status claimed.

L.7.1.6 How offerors can meet the Government's Small Business Participation Factor Goals listed in Section M: The offeror's extent of small business participation in each small business category will be calculated automatically on the "Roll-up" tab in the Small Business Participation Factor Workbook (Attachment 0005). The embedded formula takes the 'Dollars for portion of work to be performed by Small Business Prime' and adds it to the 'Dollars for portion of work to be performed by First Tier Small Business Subcontractors', then divides the sum by the 'Total Contract Amount', and multiplies the result by 100 to obtain the percentage. The 'Total Contract Amount' is defined as the Total Proposed Amount for all of the Basic CLINs and all of the Option CLINs identified in the KBS Prime Proposal Summary File NIE (Attachment 0012).

a. OTSB offerors can meet the SBP factor goals through:

1. The dollars for first-tier SB subcontracts.

2. The dollars for first-tier SB subcontracts of first-tier affiliates for work related to the contract. For purposes of this SBP factor and the subcontracting plan, first-tier affiliates are considered part of the prime.

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3. The dollars for first-tier SB subcontracts of joint venture members for work related to the contract. For purposes of this SBP factor and the subcontracting plan, joint venture members are considered affiliates of the prime and therefore part of the prime, even if they are designated as subcontractors in the joint venture legal agreement.

4. The dollars the offeror has been designated to receive as a SB and SDB credit from an Alaskan Native Corporation (ANC) or Indian Tribe subcontract at first or lower tiers.

b. SB offerors can meet the SBP factor goals through:

1. The dollars for the portion of the work to be performed as a SB prime.
2. The dollars for first-tier SB subcontracts.

3. The dollars for first-tier SB subcontracts of first-tier affiliates for work related to the contract. For purposes of this SBP factor and the subcontracting plan, first-tier affiliates are considered part of the prime.

4. The dollars for the portion of work to be performed as a small business joint venture prime. This includes any separate legal entity as well as the joint venture members. For purposes of this SBP factor, joint venture members are considered part of the prime, even if they are designated as subcontractors in the joint venture legal agreement.

5. The dollars for first-tier SB subcontracts of joint venture members for work related to the contract.

L.7.1.7 Differences between the SB Subcontracting Plan and SBP Factor:

a. The Small Business Subcontracting Plan:

1. is not required of small businesses.
2. is developed and submitted in accordance with FAR 52.219-9 Small Business Subcontracting Plan and its ALT II and DFARS 252.219-7003 incorporated by reference in Section I (or DFARS 252.219-7004 if the Offeror has a comprehensive subcontracting plan) and TACOM Clause 52.219-4005 in Section L.
3. is evaluated in accordance with the FAR, DFARS, and AFARS.
4. has goals that are expressed as a percentage of 'Total Subcontracting Amount' for all of the Basic CLINs and all of the Option CLINs identified in the KBS Prime Proposal Summary File NIE (Attachment 0012).
5. has goals broken out for the basic and each option period(s) separately.

b. The SBP Factor:

1. is required of all offerors, including SBs.
2. is developed and submitted in accordance with this Section L clause.
3. is evaluated in accordance with Section M.
4. has goals that are expressed as a percentage of 'Total Contract Amount' defined as the Total Proposed Amount for all of the Basic CLINs identified in the KBS Prime Proposal Summary File NIE (Attachment 0012).
5. has goals which are not broken out for the basic and each option period(s) separately.

\*\*\* END OF NARRATIVE L0001 \*\*\*

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	JUL/2013
L-2	52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35 SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
L-5	52.215-16 FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-6	52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT/2009

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-7	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-8	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-9	52.237-1	SITE VISIT	APR/1984
L-10	52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT/1997
L-11	52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION	APR/1984
L-12	252.215-7008	ONLY ONE OFFER	OCT/2013
L-13	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2010
L-14	252.234-7001	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM	APR/2008
L-15	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of an IDIQ contract which provides for the flexibility for fixed-price, cost-reimbursement, incentive, and time-and-materials-type task orders resulting from this solicitation.

(End of Provision)

L-16	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (Army Contracting Command Warren - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Warren, MI 48397-5000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L-17	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006
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(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil/>)
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard/>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

L-18	52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA	OCT/2010
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(a) Exceptions from certified cost or pricing data.

- (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the

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information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

L-19      52.252-1      SOLICITATION PROVISIONS INCORPORATED BY REFERENCE      FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

L-20      52.252-5      AUTHORIZED DEVIATIONS IN PROVISIONS      APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.



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administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

- L-24 52.215-4405 ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON- APR/2013  
DISCLOSURE STATEMENT
- a) **APPLICABILITY.** This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term contractor employee includes employees, agents, or representatives and all employees, agents, or representatives and all employees, agents or representatives of all subcontractors, suppliers and consultants.
- b) **DETROIT ARSENAL ACCESS.**
- 1) All contractor personnel entering the installation and requiring unescorted access must have a valid purpose to enter and be sponsored by a U.S. government organization or a contractor providing support on the installation. They must have their identity proofed and vetted through the National Crime Information Center (NCIC) database, and be issued, or in possession of an authorized and valid access credential from the Detroit Arsenal installation.
  - 2) At the discretion of the Senior Commander, U.S. Army Garrison Detroit Arsenal, any individual known to have a criminal background involving violence or meets the disqualifying standards in the Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 (31 Jul 2008), may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other security procedures deemed necessary for the security of Detroit Arsenal (vehicle searches or x-raying packages, bags, briefcases) may be required based on the Force Protection Condition level at the time of access and whether the installation or building location is identified as a Restricted Area or Mission Essential Vulnerable Area (MEVA).
- c) **BADGES.**
- 1) **Badges/Passes.** Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the government, on each badge application form (STA Form 17).
  - 2) **Obtaining Badges.** Government sponsor must prepare and submit a properly completed STA Form 17 (Visitor Notification and/or Temporary Security Identification Badge Application) to the Detroit Arsenal Visitor Control Center not less than 96 hours prior to scheduled visit.
  - 3) **Returning Badges.** The government sponsor is responsible to ensure the security identification badges are returned to the Visitor Control Center, Bldg 232, upon expiration or termination of the contract relationship with the contract employee. Failure to comply with the requirements in this paragraph may be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the government in evaluating the contractors past performance on future acquisitions.
  - 4) **Badge Guidance.**
    - a) All contractor employees, while on the premises at the Detroit Arsenal, shall continually wear the badge, which shall be visible at all times between the neck and waist of the individual. Badges will be secured from public view when off post and will not be left in privately owned or contractor vehicles unattended. Stolen or lost badges will be promptly reported to DES, USAG Detroit.
    - b) The identification badge or pass issued to contractor employee(s) is for their own use only. Misuse of badge or pass, such as permitting others to use it can result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.
    - c) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.
- d) **MEETING ATTENDANCE.** Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.
- e) **CLASSIFIED ACCESS.** If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be sent to the G2, TACOM LCMC (SMO Code W4GGAA, AMSTA-CSS, Office Phone 586-282-6262, Fax 586-282-6362) and their sponsoring activity. Government employees hosting meetings will verify contractor employees security clearance information with their supporting Security Coordinator or G2, TACOM LCMC using JPAS or the TACOM LCMC Access Roster prior to providing contractor access to classified information based on the approved DD254.
- f) **REGULATORY COMPLIANCE.** All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal, TACOM LCMC, or the Senior Commander. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPOM) and Army

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Regulation 380-5, Department of the Army Information Security Program and their approved DD254. g) NON-DISCLOSURE AGREEMENT. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, an employee of \_\_\_\_\_, a Contractor providing support services/supplies to Detroit Arsenal, TACOM LCMC, or other tenant organizations (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number \_\_\_\_\_, agree to and promise the following:

WHEREAS RECEIPIENT is engaged in delivery support services to Detroit Arsenal under contract; and WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WHEREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

- WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and, WHEREAS, "nonpublic information" includes, but is not limited to such information as: Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.); Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies); Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.); Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor); Attorney work product; Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer verbally within two business days, followed up in writing within five business days. The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: \_\_\_\_\_ (signature)
PRINTED NAME: \_\_\_\_\_
TITLE: \_\_\_\_\_
EMPLOYER: \_\_\_\_\_

[End of Provision]

a. In accordance with Public Law 102-396, AbilityOne organizations will be afforded the maximum practical opportunity to participate as subcontractors and suppliers in the performance of this contract.

b. As prescribed by 10 U.S.C. 2401d and Section 9077 of Public Law 102-396, and in accordance with DFARS 219-703, Eligibility requirements for participating in the program, offers may receive credit toward the small business subcontracting goal for subcontracts placed with qualified nonprofit agencies participating in the AbilityOne program. AbilityOne organizations are qualified nonprofit

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agencies for the blind and other severely disabled that are approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the Javits-Wagner-O'Day Act (41 U.S.C. 46-48).

c. For additional information on AbilityOne's program and products see <http://www.abilityone.gov/index.html>

d. For additional information on DoD activities in support of AbilityOne, see [http://www.acq.osd.mil/dpap/cpic/cp/abilityone\\_program.html](http://www.acq.osd.mil/dpap/cpic/cp/abilityone_program.html)

[End of provision]

L-26            52.219-4004            SUBMISSION OF SUBCONTRACTING PLAN            MAY/2012  
(TACOM)

(a) Concurrent with the offer in response to this solicitation, the offeror shall submit a subcontracting plan required by FAR 52.219-9, entitled SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN. Note that such a plan is not required of offerors that are small businesses. The plan shall be submitted to the buyer's e-mail address on the face page of the solicitation.

(b) Each page of the subcontracting plan will be marked with the solicitation number and date, and may also be marked with other codes or identification symbols to aid in later identification. If this is a negotiated acquisition, the subcontracting plan may be negotiated along with the cost, technical, and managerial features of the offeror's proposal, and the Government reserves the right to discuss the subcontracting plan after the receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(c) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (including Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the proposal's total subcontracting dollars.

[End of Provision]

L-27            52.219-4005            SUBMISSION OF SUBCONTRACTING PLAN            MAY/2012

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires offerors that are other than small business to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) The offeror may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request, the copy shall be submitted to the buyer email address listed on the face page of the solicitation within five (5) workdays of the date of the request.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.

(End of Provision)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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**PIIN/SIIN** W56HZV-14-R-0030

**MOD/AMD**

**Name of Offeror or Contractor:**

(End of Clause)

L-28

52.233-4001

HQ-AMC LEVEL PROTEST PROCEDURES

OCT/2013

Complete AMC Protest Procedures can be found at: <http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

An agency protest may be filed with either the contracting officer or to HQAMC but not both following the procedures listed on the website above.

[End of Provision]

**DRAFT**

**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD

M.1.1 The Government plans to award approximately 13 multiple-award indefinite-delivery, indefinite-quantity (MA IDIQ) contracts, which may consist of eight contract awards to SBs and five contract awards to OTSBs, as a result of this solicitation, subject to the provisions contained herein. SBs will qualify for the restricted pool and OTSBs will qualify for the full and open pool. See paragraph M.1.1.1 for definitions of the restricted and full and open pools. The Government reserves the right to award more or less than 13 MA IDIQ contracts. No partial MA IDIQ awards will be made. Additionally, the Government reserves the right to make no award(s) as a result of this solicitation.

The evaluation of proposals submitted in response to this solicitation will be conducted on a Best Value basis using source selection trade off procedures. As such, the source selection authority (SSA), in making its final source selection trade off judgment, will weigh the merits of the non-cost/price factors against the evaluated cost/price in arriving at the final source selection decision. As part of the Best Value determination, the relative strengths/weaknesses and risks of each offeror's proposal in the non-cost/price factor as well as the total evaluated cost/price will be considered in selecting the proposals which are most advantageous and represents the Best Value to the Government. This determination may result in MA IDIQ awards that are not necessarily those with the lowest evaluated cost/price.

M.1.1.1 The Government will evaluate proposals within two separate pools: 1) a restricted pool and 2) a full and open pool. The restricted pool will contain all offerors who certify as a SB under North American Industry Classification System (NAICS) code 541330, Engineering Services (except Military and Aerospace Equipment and Military Weapons). The full and open pool will contain all offerors who do not qualify for the restricted pool.

M.1.2 Selection of the successful offerors will be made following an assessment of each proposal against the requirements described herein and the criteria set forth M.4.

M.2 GENERAL

M.2.1 The Government intends to award multiple contracts that represent the Best Value to the Government, to those offerors who meet all of the responsibility criteria contained in FAR 9.104.

M.2.2 Award Without Discussions. The offerors proposal, as required by this section, will be evaluated as set forth in Section M of this solicitation. FAR 52.215-1 advises offerors that the Government intends to evaluate proposals and award contracts without discussions with offerors. Where awards will be made without discussions, exchanges with offerors are limited to clarifications as defined in FAR 15.306(a). Therefore, the offerors initial proposal should contain its best terms from a cost/price and technical standpoint. However, under FAR 52.215-1(f)(4), the Government reserves the right to hold discussions, if necessary. If the contracting officer determines that the number of proposals that would otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.2.3 The Government reserves the right to discuss with any offeror the information it included in its proposal pursuant to Section L, provision L.3.7, Organizational Conflict of Interest (OCI). This enables the contracting officer to express any concerns he/she may have about the sufficiency or effectiveness of the offerors proposed mitigation strategy or strategies to deal with any actual or potential OCIs. The contracting officer may initiate such dialogue at any time during the evaluation of proposals. Should the contracting officer initiate such a dialogue with an offeror prior to establishment of the competitive range, such action by the contracting officer shall not represent the opening of negotiations or discussions.

M.3 REJECTION OF OFFERS

M.3.1 Offerors shall carefully read, understand, and provide all the information requested in the Proposal Instructions contained in Section L. If there are parts of the Section L instruction you do not understand, request clarification from the contracting officer, in writing before the closing date of this solicitation. In accordance with FAR 52.215-1, Instructions to offerors Competitive Acquisition, the Government may reject any or all proposals if such action is in the Government's interests.

M.3.1.2 The Government may reject any offerors proposal that fails to meaningfully comply with the Proposal Preparation Instructions specified in Section L of this solicitation. Examples of when an offerors proposal fails to meaningfully comply include:

M.3.1.2.1 When an offerors proposal merely offers to perform work according to the solicitation terms or fails to present more than a statement indicating its capability to comply with the solicitation terms and does not provide support and elaboration as specified in Section L of this solicitation.

M.3.1.2.2 When an offerors proposal fails to provide any of the data and information required in Section L.

M.3.1.2.3 When an offerors proposal provides some data and information, but omits significant material data and information required in Section L.

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M.3.1.2.4 When an offerors proposal merely repeats the contracts SOW/PWS without elaboration.

M.3.1.3 The Government may reject any offerors proposal that the proposal offers a product or service that does not meet all stated material requirements of the solicitation.

M.3.1.4 The Government may reject any offerors proposal that takes exception(s) to the attachments, exhibits, enclosures, or other solicitation terms and conditions.

M.3.1.5 The Government may reject any offerors proposal that contains one or more Organizational Conflicts of Interest (OCI) for which sufficient negation or mitigation has not been proposed. Refer to Section L paragraph L.3.7 of this solicitation, Organizational Conflict of Interest.

M.3.1.6 The offeror (or any subcontractor who will handle or have access to classified information) does not currently possess an active SECRET FCL required to perform the NIE requirement as required by paragraph O.1.6.7 of the NIE PWS (Attachment 0010).

**M.3.2 SOURCE SELECTION AUTHORITY**

The SSA is the official designated to direct the source selection process and select the offeror(s) for contract award.

**M.3.3 SOURCE SELECTION EVALUATION BOARD (SSEB)**

A SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the evaluation criteria for this solicitation. Careful, full and impartial consideration will be given to the evaluation of all proposals received pursuant to this solicitation.

**M.3.4 RESPONSIBILITY**

M.3.4.1 Determination of Responsibility and Eligibility for Award. Per FAR 9.103, contracts will be placed only with contractors that the PCO determines to be responsible, that is, those who can satisfactorily perform the necessary tasks and deliver the required items on time. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104. In addition, the Government may assess the offerors financial ability to meet the solicitation requirements. The Government reserves the right to conduct a Pre-Award Survey on any or all offerors to aid the PCO in the evaluation of each offerors proposal and ensure that a selected contractor is responsible. No award will be made to an offeror who has been determined to be not responsible by the PCO. To make sure that each offeror meets the responsibility criteria contained FAR 9.104, the Government reserves the right to:

M.3.4.1.1 Perform a Pre-Award Survey on any or all offerors;

M.3.4.1.2 Ask the offeror to provide technical and/or financial information. Failure to provide the requested information within seven calendar days from the date the request was received, may result in a determination the offeror is not responsible; and/or

M.3.4.1.3 Visit the offerors facility. Refusal from an offeror to have the Government visit its facility may result in a determination the offeror is not responsible. If the Government visits the offerors facility, the offeror shall ensure that it has current data relevant to its proposal available for the Government to review.

**M.3.5 IMPORTANCE OF COST/PRICE FACTOR**

All the factors contained in each proposal will be evaluated. However, the closer the evaluation of the offerors are in the non-cost/price factors, the more important cost/price becomes in the decision. Notwithstanding the relative order of importance of the evaluation factors as stated within paragraph M.3.6.2, cost/price may be the controlling factor when:

M.3.5.1 Proposals are considered approximately equal in non-cost/price factors; or

M.3.5.2 An otherwise superior proposal is unaffordable; or

M.3.5.3 The advantages of a higher rated, higher cost/price proposal are not considered to be worth the cost/price premium.

**M.3.6 EVALUATION CRITERIA**

M.3.6.1 The Government will assess each offeror on four Factors: (1) Experience; (2) Technical, (3) Cost/Price, and (4) Small Business Participation (SBP).

M.3.6.2 The experience factor is more important than the technical factor. The technical factor is slightly more important than

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the cost/price factor. The cost/price factor is slightly more important than the SBP factor. As required by FAR 15.304(e), the non-cost/price factors, when combined, are significantly more important than the cost/price factor.

**M.4 TRADEOFF PROCESS EVALUATION FACTORS AND RELATIVE IMPORTANCE**

M.4.1 Selection of the successful offeror will be made following an assessment of each proposal, based on the response to the information called for in Section L and against the solicitation requirements and the evaluation criteria described herein. The Government will evaluate proposals as specified herein; each evaluation will include narrative support for the evaluation conclusions under each factor.

**M.5 EVALUATION OF VOLUME II - EXPERIENCE FACTOR** (reference the proposal information submitted in response to L.4)

M.5.1 The Government will assess the expectation that the offeror will successfully perform the required effort. This assessment will result in the application of a Confidence Rating which will be based upon the extent to which recent prior experience is relevant to the following solicitation requirements:

M.5.1.1 Service contracts performed as the prime contractor which included contractor team arrangement(s) (as defined by FAR 9.601) in excess of three organizations, not including the prime offeror.

M.5.1.2 Contracts performed either as the prime contractor or subcontractor which required deployment and management of at least six deployed individuals simultaneously to more than two OCONUS locations. For this solicitation, management of deployed individuals includes the pre-deployment recruitment, training, and processing in and out of the National Deployment Center (or equivalent), as well as ensuring the deployed personnel accomplish the mission once deployed.

M.5.3 Even where the offeror's proposal identifies experience for itself, the Government will consider whether the benefits of its cited experience will ever be employed/realized should the offeror subsequently be awarded a contract. Accordingly, any prime experience which is identified in the offeror's experience factor proposal, but the offeror's proposal under the cost/price factor does not clearly support its cited experience is intended to be used by the offeror during contract performance, will be discounted in whole or in part. The offeror may also be evaluated based on other Government or private source information.

**M.6 EVALUATION OF VOLUME III TECHNICAL FACTOR** (reference the proposal information submitted in response to L.5)

M.6.1 This factor will be evaluated in terms of the extent to which and probability that the offerors proposed approach will meet the schedule and performance requirements of the NIE task order, through effective and detailed planning as follows:

M.6.1.1 The extent to which and risk that the offerors analysis of the NIE PWS (Attachment 0010), and discussion of the key success drivers and risks (performance, phase-in schedule and cost), will successfully result in achievement of task order requirements.

M.6.1.2 Based on the offerors analysis of the NIE PWS (Attachment 0010), the extent to which and risk that the specific technical approach proposed, to include identification of necessary tasks and details on how it proposes to perform the requirements of the NIE PWS, will successfully result in achievement of task order requirements.

**M.7 EVALUATION OF VOLUME IV COST/PRICE FACTOR** (reference the proposal information submitted in response to L.6)

M.7.1 The cost/price factor volume evaluation will include consideration of the reasonableness, as defined in paragraph M.7.3, of each of the proposed fully loaded labor rates (to include profit/fee) in the KBS Pricing Labor Matrix (Attachment 0002) for the MA IDIQ contract.

M.7.2 The cost/price factor volume evaluation will also consider the total evaluated cost/price to the Government, as calculated in the KBS Prime Proposal Summary File NIE (Attachment 0012), to accomplish the technical approach for the NIE task order. The assessment of the total evaluated cost/price will include consideration of the reasonableness of both the FFP CLIN and CPFF CLIN, as defined in paragraph M.7.3, and realism of CPFF CLIN, as defined in paragraph M.7.4, of the proposed cost/price.

M.7.3 Reasonableness. A cost/price is considered reasonable if it does not exceed what would be incurred by a prudent person in the conduct of competitive business.

M.7.4 Cost Realism: The Government shall evaluate realism by independently reviewing and evaluating the specific elements of the offeror's proposed cost estimate to determine whether the cost accurately reflects the offeror's proposed effort to meet program requirements and objectives. The result of the realism evaluation will be a determination of the most probable cost to the Government (which consists of cost and fee). The most probable cost will be determined by adjusting the offeror's proposed cost to reflect any additions or reductions to cost elements to realistic levels based on the results of the realism analysis.

M.7.5 The Government will assess the proposed fully loaded labor rates in the KBS Pricing Labor Matrix (Attachment 0002) and the total evaluated cost/price from the KBS Prime Proposal Summary File NIE (Attachment 0012) using one or more of the price and cost analysis techniques and procedures identified in FAR 15.404-1(b)(2) and in FAR 15.404-1(c)(2) to determine cost realism and

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reasonableness of the proposed costs/prices to accomplish the solicitation requirements.

M.8 EVALUATION OF VOLUME V - SBP FACTOR (reference the proposal information submitted in response to L.7)

M.8.1 The Government will evaluate the offerors proposed extent of SBP in the performance of the contract for the SB categories listed in M.8.2 below.

M.8.2 The evaluation will consist of the following:

a. An assessment of the extent to which the proposal identifies participation by U.S. SB concerns to achieve the Governments goals for U.S. SBs in the categories listed below and expressed as percentage of Total Contract Amount. The term Total Contract Amount is defined for evaluation purposes as total proposed amount for all of the Basic CLINs and all of the Option CLINs identified in the KBS Prime Proposal Summary File NIE (Attachment 0012).

- 15% for SB
- 2% for Small Disadvantaged Business (SDB)
- 2% for Woman Owned Small Business (WOSB)
- 1% for Historically Underutilized Business Zone Small Business (HUBZone SB)
- 1% for Veteran Owned Small Business (VOSB)
- 1% for Service Disabled Veteran Owned Small Business (SDVOSB)

b. An assessment of the probability that the offeror will achieve (i.e., the risk that the offeror will not achieve) the levels of SBP identified in the proposal.

\*\*\* END OF NARRATIVE M0001 \*\*\*

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.209-4011 ALT I	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	APR/2011

(a) We may award approximately 13 IDIQ contracts to the offerors that:

(1) submit the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and

(2) submit a bid or proposal that meets all the material requirements of this solicitation, and

(3) meet all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

(1) arrange a visit to your plant and perform a preaward survey;

(2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

SUPPLEMENTAL INFORMATION

A.1 This attachment to solicitation W56HZV-14-R-0030 serves as notice that the requirement described herein will be awarded against the Knowledge-Based Services (KBS) contract suite as the first task order (TO). This requirement will serve as the minimum quantity of services the Government will acquire under this IDIQ contract in accordance with (IAW) Federal Acquisition Regulation (FAR) 16.504(a)(4)(ii) and paragraph A.2.1.

A.2 This requirement is comprised of two semi-annual reports for the first ordering period (date of award through 365 days after award). The Government is under no further obligation to place any additional orders against the KBS contract suite.

A.3 The Government intends to award this requirement on a Firm-Fixed-Price (FFP) basis, IAW paragraphs B.2 and B.3 below, in the total amount of \$1,600.

A.4 The award of this requirement is anticipated to be concurrent with the award of the IDIQ contracts under W56HZV-14-R-0030.

SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 CLIN: 0001 - Semi-Annual Reports (First Ordering Period)

B.2 SubCLIN: 0001AA  
CLIN Title: 1st Semi-Annual Report  
CLIN Contract type: FFP  
Inspection: Destination  
Acceptance: Destination  
Delivery Quantity: 1  
Delivery Date: 6-months after award  
Price: \$800

B.3 SubCLIN: 0001AB  
CLIN Title: 2nd Semi-Annual Report  
CLIN Contract type: FFP  
Inspection: Destination  
Acceptance: Destination  
Delivery Quantity: 1  
Delivery Date: 12 months after award  
Price: \$800

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Scope: The Contractor, as an independent contractor and not as an agent of the Government, shall provide all necessary personnel, facilities, materials, and services to complete the effort described herein.

C.2 Background: The Contractor shall provide two data deliverables, each containing the information required by paragraph C.3 below. Army Contracting Command Warren (ACC-WRN) and its Requiring Activities (RAs) will utilize the information provided in these reports in the administration of the KBS IDIQ contract suite.

C.3 Tasks: The Contractor shall provide two semi-annual reports IAW Contract Data Requirement List (CDRL) A001.

C.4 Deliverables: The Contractor shall deliver the semi-annual reports IAW CDRL A001.

C.5 Performance Period: The TO performance period shall be 12-months from date of award.

LIST OF ATTACHMENTS

Exhibit 0001: Contract Data Requirement List (DD 1423)

1. DATA ITEM NO.: A001
2. TITLE OF DATA ITEM: Semi-Annual Reports (First Ordering Period)
3. SUBTITLE: N/A
4. AUTHORITY: N/A
5. CONTRACT REFERENCE: C.3 and C.4
6. REQUIRING OFFICE: ACC-WRN
7. DD250 REQ: N/A; see Block 16
8. APP CODE: N/A
9. DIST. STATEMENT: C, See Block 16
10. FREQUENCY: Semi-annual
11. AS OF DATE: Date of award
12. DATE OF FIRST SUB: No later than 15 days following the end of the first six month period
13. DATE OF SUBS: No later than twelve months
14. DISTRIBUTION: See Block 16
15. TOTAL: 2

16. REMARKS:

Block 7 continuation: A Wide Area Work Flow invoice is required. Invoice type 2-in-1 shall be used.

Block 9 continuation: The following information shall be included on the deliverable: DISTRIBUTION STATEMENT C: Distribution authorized to US Government agencies and their Contractors; information may contain proprietary information. Other requests for this document shall be referred to the Contracting Officer.

Block 14 continuation: The Contractor shall electronically deliver one final, reproducible copy to the following person(s):

<Name>, Contracting Officer, <email>  
<Name>, Contract Specialist, <email>

Contents of Report: The reports shall not contain cumulative information from the previous submission. Contractors format is acceptable.

1. Cover page to include: Contractor name and address; IDIQ contract number; title of the report; date of the report; and period covered by the report.
2. The following information shall be repeated, as necessary, for all TOs awarded to your firm against the KBS contract suite during the period covered by the report.
  - A) Task Order Request (TOR) number and awarded TO number;
  - B) Date TO was awarded;
  - C) RA office the TO was in support of (reference Section A of the awarded TO);
  - D) Performance period of the TO, including option(s) if applicable;
  - E) Type of TO (e.g., FFP, time-and-materials);
  - F) Physical location and approximate number of personnel where work was performed under the TO;
  - G) Brief description of work covered by the TO;
  - H) Utilization of small business subcontractors, if any, to include:
    - i. Percentage of subcontracted dollars that went to small businesses, if any;

ii. Percentage of subcontracting effort performed by small business category (i.e. small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a woman-owned small business); and

iii. NAICS code(s) used for any subcontracted effort.

I) Total dollars obligated to date under the TO, to include any modifications.

3. Number of TORs your firm submitted a proposal(s) against. If your firm did not submit a proposal against any of the TORs, please provide the TOR number and an explanation as to why a proposal was not submitted.

4. Provide any feedback your firm has, for either ACC-WRN or the RA, pertaining to the TORs released to date (e.g. evaluation criterion used, small business go/no-go factor percentage, etc.).

5. Provide any concerns your firm has or suggested areas for improvement.

6. Provide any significant changes to your organization or method of operation.

CONTRACT CLAUSES

Since this TO does not meet the simplified acquisition threshold, ACC-WRN has identified the specific list of clauses that will apply to this TO. Therefore, the Section I narrative (I0001) within the IDIQ contract does apply to this first TO.

- 52.252-2 Clauses Incorporated by Reference (FEB 1998)
- 52.247-4011 FOB Point (SEP 1978)
- 52.247-34 FOB Destination (NOV 1991)
- 52.246-4009 Inspection and Acceptance Points: Destination (FEB 1995)
- 52.243-1, ALT I Changes -- Fixed Price (AUG 1987) Alternate I (APR 1984)
- 52.242-4022 Delivery Schedule (SEP 2008)\*

FILL-IN INFORMATION:

- 1-: 1st Semi-Annual Report, 1, six-months
- 2-: 2nd Semi-Annual Report, 1, 12-months

- 52.242-4007 Wide Area Workflow (WAWF), Codes and Designated Acceptors (APR 2008)\*

FILL-IN INFORMATION:

- 1-: TBD prior to award
- 2- thru -7-: TBD prior to award

- 52.237-4000 Contractor Manpower Reporting (FEB 2013)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.233-3 Protest After Award (AUG 1996)
- 52.233-1 Disputes (JUL 2002)
- 52.232-8 Discounts for Prompt Payments (FEB 2002)
- 52.232-4087 Payment Under Wide Area Workflow (AUG 2012)

52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)

52.232-11 Extras (APR 1984)

52.232-1 Payments (APR 1984)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

52.222-50 Combating Trafficking in Persons (FEB 2009)

52.212-4 Contract Terms and Conditions -- Commercial Items (SEP 2013)

52.204-4009 Mandatory Use of Contractor to Government Electronic Communication (MAR 2005)

52.204-4005 Required Use of Electronic Contracting (AUG 2012)

52.201-4000 ACC-Warren Ombudsperson (APR 2011)

252.246-7000 Material Inspection & Receiving Report (JAN 2008)

252.244-7000 Subcontracts for Commercial Items (JUN 2013)

252.243-7001 Pricing of Contract Modifications (DEC 1991)

252.232-7010 Levies on Contract Payments (SEP 2005)

252.232-7006 Wide Area WorkFlow Payment Instructions (MAY 2013)\*

FILL-IN INFORMATION:  
-1-: Invoice type 2-in-1 shall be used.  
-2-: Destination  
-3- thru -15-: TBD  
-16-: TBD  
-17-: TBD

252.232-7003 Electronic Submission of Payment Requests (JUN 2012)

252.225-7048 Export-Controlled Items (JUN 2013)

252.204-7003 Control of Government Personnel Work Product (APR 1992)

252.204-0005 Payment Instructions for the Defense Finance and Accounting Service (DFAS) Line Item Specific: by Cancellation Date (SEP 2009)

252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)

252.203-7002 Requirement to Inform Employees of Whistleblower Rights (JAN 2009)

252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

The KBS Pricing Labor Matrix (with Labor Descriptions/Minimum Qualifications) (Attachment 0002) is provided as a Microsoft Excel Workbook and can be accessed through the official TS3 website: <https://contracting.tacom.army.mil/services/TS3/TS3FOC-draftRFP.htm>.

DRAFT

The KBS Experience Matrix/Narrative (Attachment 0003) is provided as a Microsoft Word file and can be accessed through the official TS3 website: <https://contracting.tacom.army.mil/services/TS3/TS3FOC-draftRFP.htm>.

DRAFT

The KBS Cross-Reference Matrix (Attachment 0004) is provided as a Microsoft Excel Workbook and can be accessed through the official TS3 website: <https://contracting.tacom.army.mil/services/TS3/TS3FOC-draftRFP.htm>.

**DRAFT**

The Small Business Participation Factor Workbook (Attachment 0005) is provided as a Microsoft Excel file and can be accessed through the official TS3 website: <https://contracting.tacom.army.mil/services/TS3/TS3FOC-draftRFP.htm>.

**DRAFT**

The Small Business Participation Factor Workbook Instructions (Attachment 0006) is provided as a Microsoft Word file and can be accessed through the official TS3 website: <https://contracting.tacom.army.mil/services/TS3/TS3FOC-draftRFP.htm>.

**DRAFT**

The Task Order Request: NIE (Attachment 0009) is provided as a Microsoft Word file and can be accessed through the official TS3 website:  
<https://contracting.tacom.army.mil/services/TS3/TS3FOC-draftRFP.htm>.

**DRAFT**

PERFORMANCE WORK STATEMENT (PWS)

Project Manager (PM), Current Network Integration Exercise (NIE)  
Programmatic Services

PART 1  
GENERAL INFORMATION

1 General: This is a non-personnel services contract to provide PM Current the programmatic services needed to perform the planning, managing, documenting, and reporting services required to sustain management and execution of the Agile Process and twice-yearly NIE events at Fort Bliss, TX and White Sands Missile Range (WSMR), NM. The Government will not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor.

1.1 Introduction: The Contractor as an independent Contractor and not as an agent of the Government, shall provide qualified personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform the programmatic services as defined in this PWS, except for those items specified as Government furnished property and services. The Contractor shall perform to the standards identified in this Task Order.

1.2 Background: The Agile Process facilitates development, maturation, and operational evaluation of networked and non-networked systems considered for fielding to Army Brigade Combat Teams (BCTs) and Joint forces. There are three key players in the Agile Process: the Assistant Secretary of the Army for Acquisition, Logistics, and Technology (ASA(ALT)), System of Systems Engineering and Integration (SoSE&I) Directorate; the United States (U.S.) Army Test and Evaluation Command (ATEC); and the Training and Doctrine Command (TRADOC), Brigade Modernization Command (BMC). These agencies comprise the NIE TRIAD. Within this TRIAD, BMC uses objectives identified by the Department of the Army (DA) to identify requirements for field assessments; ATEC identifies and manages instrumentation and evaluation plans; and SoSE&I subordinate organization, PM Current, manages design, installation, integration, checkout, verification, and validation of networked and non-networked systems integrated onto tactical platforms within a BCT at Fort Bliss, TX. Following validation of NIE systems onto tactical vehicles, the TRIAD deploys with the BCT to Fort Bliss, TX and WSMR, NM ranges to conduct operational testing and evaluations. At the conclusion of the NIE, the unit re-deploys to Fort Bliss, TX and PM Current does the following: 1) recovers NIE equipment from the returning platforms and systems; 2) restores NIE platforms and systems to their baseline configurations, if required; and 3) prepares to integrate new NIE systems and technologies onto BCT platforms to support future NIE events. This PWS supports PM Current activities.

1.2.1 Implementation of the Agile Process: PM Current provides the SoSE&I forward presence and on-site engineering and program management functions and expertise required at Fort Bliss, TX and WSMR, NM, to integrate Army and Joint Programs of Record (PORs), current force and urgent need systems, and other Doctrine, Organization, Training, Leadership, Material Education, Personnel, and Facilities (DOTLM-PF) elements necessary to achieve enhanced and integrated unit capabilities for full-spectrum BCTs. PM Currents efforts facilitate fielding of high-payoff systems and technologies to operational forces and support SoSE&I missions and program initiatives by providing sustained systems engineering, network integration, test coordination, integrated logistics support and program management expertise before, during, and after NIE execution.

1.3 Objectives: The objectives of this PWS are to provide PM Current the programmatic support needed to perform the planning, managing, documenting, and reporting services required to sustain management and execution of the Agile Process and twice-yearly NIE events at Fort Bliss, TX and WSMR, NM.

1.4 Scope: Services covered by this PWS include Public Affairs Officer (PAO)/Protocol/Administrative Services; Schedule/Risk/Data Management Services; Operations Management Services; Doctrine, Organization, Training, Leadership, Material, Education, Personnel, and Facilities (DOTLM-PF) /Operations Management Services; and Logistics Support Services. The Contractor shall provide these services to support Government managers, engineers, and technicians responsible for short- and long-range planning staffing, and coordination of NIE activities; coordinating site visits by senior Army and Department of Defense (DoD) leaders; developing and coordinating NIE reports and assessments; training soldiers and Government employees; and managing logistics and support activities that enable system engineering and integration of networked and non-networked systems onto multiple platforms. In performing these services The Contractor shall be a member of an integrated team that is comprised of Government civilian employees, uniformed military personnel and other Government contractors. Detailed requirements are set forth under Paragraph 5 Requirements of this PWS. This PWS provides for 15 Full-Time Equivalents (FTEs) worth of support during the base period.

1.5 Period of Performance:

Phase-In Period (30 days)

Base Period (6 months / 7,680 hours):

Estimated labor per location:

1 FTE PAO/Protocol/Admin Officers Services 6 months Ft. Bliss, TX

1 FTE Scheduler/Knowledge Management Services 6 months Ft. Bliss, TX  
3 FTEs Operations Officer Services 6 months Ft. Bliss, TX  
3 FTEs Logistics Support 6 months Ft. Bliss TX

Option Period 1 (6 months / 7,680 hours)

Option Period 2 (6 months / 7,680 hours)

Option Period 3 (6 months / 7,680 hours)

Option Period 4 (6 months / 7,680 hours)

Option Period 5 (6 months / 7,680 hours)

The period of performance of this Task Order shall be for one Base period (6 months), which may, in the Governments sole discretion, be extended, in whole or in part, for up to an additional 24 months in the form of five-6-month options, which may be exercised separately by the Contracting Officer.

Options: The Government reserves the right to extend the term of this Task Order at the prices set forth in accordance with the terms and conditions contained in FAR Clause 52.217-9, Option to Extend the Term of the Contract.

#### 1.6 General Information:

1.6.1 Quality Control: The Contractor shall develop and maintain an effective quality control (QC) Program to ensure services are performed in accordance with this PWS and Performance Standards. The Contractor shall develop and implement procedures to identify and prevent non-recurrence of defective services. The Contractor shall at a minimum provide the Contracting Officers Representative (COR) with a written plan outlining the method of inspection in the Quality Control Plan (QCP) due within 30 calendar days after task order award, (A009), including methods for identifying and preventing defects in the quality of services performed. The Contractor shall develop and include procedures covering key control that shall be included in the QCP, if applicable, see 1.6.7.2. The COR will notify the Contractor of acceptance or required modifications of the QCP no later than 30 calendar days after QCP submittal. If the COR approves the plan, it shall become part of the Task Order. In accordance with FAR Clause 52.246-6, Inspection Time-and-Material and Labor-Hour, if any of the services do not confirm with contract requirements, the Government may require the contractor to perform the services again in conformity with contract requirements, at no increase in contract amount.

1.6.2 Government Quality Assurance: The Government will evaluate the Contractors performance under this Task Order in accordance with the Quality Assurance Surveillance Plan (QASP). The QASP is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the Performance Standards outlined in Technical Exhibit 1. It defines how the Performance Standards will be applied, the frequency of surveillance, and the maximum acceptable defect rate(s).

1.6.3 Recognized Holidays: Only Contractor employees working in Contiguous United States (CONUS) (excludes Alaska and Hawaii) on Government Installations are NOT required to report to their place of performance on the following Federal Holidays:

New Years Day  
Martin Luther King Jr. Birthday  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

When the holiday is on a Saturday, the preceding Friday will be the federal holiday. When the holiday is on a Sunday, the following Monday will be the federal holiday.

1.6.4 Hours of Operation: The Contractor is responsible for conducting business, between the core hours of 0800 and 1700 Monday thru Friday, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. The stability and continuity of the workforce are essential.

1.6.5 Place of Performance: The work to be performed under this Task Order will be performed at Ft. Bliss, TX and WSMR, NM. Travel to other SoSE&I performance locations (Aberdeen Proving Ground (APG), MD, National Capital Region (NCR), and Warren, MI) may be required.

1.6.6 Type of Contract/Task Order: The Government is contemplating award of a Cost Plus Fixed Fee type Task Order in accordance

with FAR 16.306.

1.6.7 Security Requirements: Contractor personnel performing work under this Task Order shall have a Secret Level security clearance at time of the proposal submission, and must maintain the level of security required for the entire performance period of the task order. The security requirements are in accordance with the attached DD Form 254 at Attachment 0013 (TOR Attachment 4, NIE DD 254).

1.6.7.1 Physical Security: The Contractor shall be responsible for safeguarding all Government property provided for Contractor use.

1.6.7.2 CAC Card/Key Control. The Contractor shall establish and implement methods of making sure all keys/CAC cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include CAC and key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the QCP (A009). Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost keys/CAC cards to the Contracting Officer.

1.6.7.2.1 The Contractor shall prohibit the use of Government issued keys/CAC cards by any persons other than its employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

1.6.7.3 Lock Combinations: The Contractor shall establish and implement methods of ensuring that all lock combinations, if used, are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractors QCP (A009).

1.6.8 Post-Award Conference/Periodic Progress Meetings: The Contractor shall attend any post-award conference convened by Army Contracting Command-Warren or DCMA in accordance with FAR 42.5 which will be conducted at Ft. Bliss, TX. Additionally, the Contracting Officer, COR, and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings, the Contracting Officer will apprise the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Contracting Officer of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.6.9 Contracting Officer Representative (COR): The COR will monitor all technical aspects of the Task Order and assists in contract administration. The COR is authorized to perform the following functions:

- assure the Contractor performs the technical requirements of the contract;
- perform inspections necessary in connection with contract performance;
- maintain written and oral communications with the Contractor concerning technical aspects.

1.6.10 Contract Manager: The Contractor shall provide a Contract Manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the Contract Manager is absent shall be designated in writing to the Contract Specialist and the COR. The Contract Manager or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The Contract Manager or alternate shall respond to any task order-related issues within 24 hours of initial notice.

1.6.11 Identification of Contractor Employees: All Contractor personnel attending meetings, answering Government telephones, and working in other situations where its Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government Officials. The Contractor also ensure that all documents or reports produced by its personnel are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. When on Government sites, Contractor personnel shall be required to obtain and wear badges in the performance of this Task Order.

1.6.12 Contractor Travel: Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) specified in this Task Order, and will be paid by the Government on a cost reimbursement, no fee basis. FAR 31.205-46, limits the allowability of airfare cost to the lowest customary standard, coach, or equivalent airfare offered during normal business hours. All travel requires Government approval/authorization from the COR before any travel is taken. The Contractor shall upload any COR approvals with its invoice(s) into Wide Area Workflow.

The Contractor may be required to travel to various locations within CONUS during the performance of this Task Order to attend meetings,

conferences, and training. Contractor personnel may be required to travel to off-site training locations and to ship training aids to these locations in support of this PWS. A Trip Report (A001) shall be submitted within 10 business days of travel. Local travel defined as travel between Ft. Bliss, TX and WSMR, NM, will not require a separate trip report; rather the Contractor shall include those trips in their Contractor Monthly Status Report (A002). Costs for transportation, lodging, meals and incidental expenses incurred by the Contractor are generally allowable subject to the limitations contained in the Federal Travel Regulations and/or JTR. Travel in performance of this task order will only be reimbursable to the extent approved by the COR.

**Extended Commuting Travel:** Extended commuting travel is defined as travel that occurs regularly in the performance of this Task Order where an individual or individuals travel back and forth from their normal place, or city, of employment to another location or locations.

(1) All contractor extended commuting travel under this Task Order must be approved by the COR and authorized by the Contracting Officer. Such approval will be granted only after review and Government acceptance of contractor documentation showing the extended commuting travel is the most effective means of fulfilling the Governments requirements cost and other factors considered.

(2) Extended commuting travel may be authorized for up to 45 business days at a time and shall be authorized in advance.

1.6.12.1 Outside CONUS (OCONUS) (includes Alaska and Hawaii) travel is not anticipated under this PWS.

1.6.12.2 The Contractor may be required to travel on unimproved road surfaces and tactical training sites during the Field Exercise (FIELDEX), Pilot, and NIE Execution phases of an NIE event. PM Current will not provide non-tactical or tactical vehicles under this Task Order for such travel.

1.6.13 RESERVED

1.6.14 **Non-Disclosure Agreement:** The Contractor agrees to use and examine this information exclusively in the performance of this Task Order and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government designated support Contractors possessing appropriate proprietary agreements. The Contractor agrees to indoctrinate its personnel who have access to sensitive information and the relationship under which the Contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. The Nondisclosure Agreement for Contractor Employees shall be signed by all indoctrinated personnel and forwarded to the COR for retention, prior to work commencing. The Contractor shall restrict access to sensitive/proprietary information to the minimum number of employees necessary for Task Order performance.

1.6.15 **Requirements to be Met by Contractor Personnel:** The Contractor's assigned personnel shall be able to read, write, and speak English; shall be U.S. citizens; shall hold a valid U.S. "Secret" security clearance; the Contractor's assigned personnel who will be accessing U.S. Government databases or networks shall obtain a CAC card, and shall treat that card as valuable identification (ID). The Contractor's personnel shall obtain all necessary ID badges and vehicle stickers and comply with base security and safety regulations. The Contractors assigned personnel shall log into SoSE&Is Manpower Information Retrieval and Reporting System on a daily basis. The Contractors assigned personnel shall be skilled in the use of the Microsoft (MS) Office suites, specifically in Word, Excel and PowerPoint.

1.6.16 **Inherently Governmental Functions:** The Contractor shall certify, at the Start of Work Meeting, that all employees (to include all Subcontractors) working under this Task Order has read and will comply with the requirements of FAR 7.5. The certification can be accomplished using the Contractors format. The Government recommends it either a) facilitates a presentation on the information contained within FAR 7.5 and has everyone in the room sign a roster confirming attendance, or b) collects a certification from every individual working on the Task Order that they have read and will comply with FAR 7.5.

1.6.17 **Phase-Out Period:** To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall be present to support a phase out period as follows:

1.6.17.1 **Phase-Out Requirements**

Sixty calendar days prior to the completion of this Task Order an observation period shall occur, at which time management personnel of the incoming workforce may observe operations and performance methods of the incumbent contractor. This will allow for orderly turnover of functions, equipment, and records for maintaining continuity of service. The Contractor shall not defer any requirements for the purpose of avoiding responsibility or of transferring such responsibility to the succeeding contractor. The Contractor shall fully cooperate with the succeeding contractor and the Government so as not to interfere with their work or duties.

1.6.17.2 **Phase-Out Plan**

The Contractor shall establish and implement plans for an orderly phase-out of the contracted operations 30 business days prior to conclusion of this Task Order. The Contractor's Phase-Out procedures shall not disrupt or adversely impact the day-to-day conduct of

Government business. The Contractor shall provide the PCO with copies of changes and revisions for review and approval prior to implementation.

The Contractor shall provide the Phase-Out Plan in accordance with CDRL A003. This will help effect a smooth and orderly transfer of contract responsibility to a successor. The plan shall fully describe how The Contractor shall, at a minimum, approach the following issues:

- a. Employee notification; data and information transfer; and any other actions required to ensure continuity of operations.
- b. Inventory by the incumbent and the Government before conduct of a joint inventory between the incumbent and the successor.
- c. Clean-up of contractor work areas; provision for training of the successor's personnel on Government-furnished automated information systems (AIS) used in performance of this Contract, specialized equipment, utilities systems, and ongoing work that the successor would be required to complete; and security debriefings in accordance with Army Regulation (AR) 380-5 for incumbent personnel holding security clearances.

PART 2  
DEFINITIONS

2 Definitions:

- 2.1 Contractor. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.
- 2.2 Contracting Officer. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.
- 2.3 Contracting Officers Representative (COR). An employee of the U.S. Government appointed by the contracting officer to assist in the technical monitoring or administration of the Contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.
- 2.4 Defective Service. A service output that does not meet the standard of performance associated with the Performance Work Statement.
- 2.5 Deliverable. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.
- 2.6 Physical Security. Actions that prevent the loss or damage of Government property.
- 2.7 Quality Assurance. The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.
- 2.8 Quality Assurance Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.
- 2.9 Quality Control. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.
- 2.10 Subcontractor. One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the Subcontractor.
- 2.11 Standard Workday. The Contractor is responsible for conducting business, between the core hours of 0800 and 1700 Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.
- 2.12 Standard Workweek. Monday through Friday, 40 hours total, not including lunch, unless specified otherwise.
- 2.13 Full Time Equivalent (FTE): A FTE equals 1,920 hours per year.

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, INFORMATION AND SERVICES

3 Government-Furnished Items and Services:

3.1 Services: The Government will provide custodial services (trash removal, cleaning, etc) at all work sites identified in this PWS at 1.6.5.

3.2 Facilities: The Government will provide the Contractor access to the necessary workspace for contractor personnel to provide the support outlined in this PWS. These facilities include desk space, telephones/Blackberries, computers, Motorola radios, and other items necessary to maintain an office environment.

3.2.1 The Government will provide the Contractor access to the following facilities, in which performance under this task order may occur:

Fort Bliss, TX: Buildings: 2; 743; 2624; and 1044

WSMR, NM: Buildings: 1540 and 1690

Additionally, the contractor may be required to work out of mobile trailers, which the Government will provide contractor access to, which may be located at various sites within the Fort Bliss, TX and WSMR, NM military complexes.

3.3 Utilities: The Government will provide utilities in the Government facilities for the Contractors use in performance of duties outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include, but are not limited to, turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment and turning off lights and other electronic equipment when possible.

3.4 Equipment: The Government will provide the Contractor with access to, and use of, office equipment needed to perform the services described in this PWS. This equipment includes, but is not limited to, scanners, fax machines, printers, shipping crates, chairs, desks, computers, and office supplies as needed, to perform assigned work.

3.5 Materials/Information: The Government will provide the Contractor with the following Materials and information: Organizational Standard Operating Procedures (SOPs), Administrative policies and procedures, and security policies and procedures.

3.6 The Contractor shall return to the Government all GFE/M/I, as defined above, furnished to the Contractor for performance of this Task Order at the end of the period of performance.

3.7 The Contractor shall not assume that additional GFE/M/I, not included in this part, will be provided by the Government.

PART 4

CONTRACTOR ACQUIRED ITEMS AND SERVICES

4 Contractor Acquired Items and Responsibilities:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this Task Order that are not listed under Part 3 of this PWS.

4.2 Secret Facility Clearance: The Contractor shall possess and maintain a Secret facility clearance from the Defense Security Service. The Contractors employees performing work in support of this Task Order shall have been granted a Secret security. The DD 254 is provided as Attachment 0013 (TOR Attachment 4).

4.3 Mandatory Training. The Contractor is required to complete mandatory training, IAW Operations Security requirements, when assigned and utilizing GFE (i.e. computers, BlackBerries). Mandatory training also includes OPSEC, Annual Security, Threat Awareness and Reporting, and DoD Information Assurance Awareness Training.

PART 5

SPECIFIC TASKS

5 Specific Tasks:\_

5.1 Basic Services. The following paragraphs list all tasks that shall be required throughout the performance period of this Task Order. The Contractor shall provide necessary personnel, subject matter expertise, and resources to perform these listed tasks.

5.1.1 Public Affairs(PA)/Protocol/Administrative Officer Services.

5.1.1.1 The Contractor shall, in collaboration with: Ft. Bliss, TX; WSMR, NM; Warren, MI; Pentagon; and Aberdeen Proving Ground PA offices, coordinate visits to Government operating locations with attending parties. All visits require, at minimum, the following: reservations (i.e. RSVPs), a detailed itinerary/agenda, a plan for refreshments/breaks, distribution of read ahead packets before arrival, an identified spokesperson and Point of Contact (POC) for the event being demonstrated, and a record of the attendees transportation/lodging arrangements. The Contractor shall additionally ensure agendas for multiple Very Important Persons (VIPs) visiting on the same days do not conflict and take action to resolve all schedule conflicts.

5.1.1.2 The Contractor shall plan, coordinate, and execute major events. Additionally, the Contractor shall coordinate with multiple agencies such as Base Security; Secretary General Staff (SGS); PA offices; Protocol; Public Works and Material Test Directorates; Directorate of Information Management (DOIM); the Training Support Center; and facility managers to include: creating itineraries or agendas, coordinating transportation, setting up luncheons, arranging conference rooms and dial in/VTC if needed and de-conflicting scheduling issues that may arise.

5.1.1.2.1 Major events are defined as VIP attendance at experiments or demonstrations of SoSE&I and prototype equipment using soldiers, Ribbon Cutting Ceremonies, NIEs, Press/Media Days, Award Ceremonies, and Distinguished Visitor days, major Distinguished Very Important Person (DVIP) visits, the Chief Executive Officer (CEO) Council Tour, Congressional VIP visits, Government Accounting Office (GAO) visits, and Senatorial Delegation (STAFDEL) visits.

5.1.1.3 The Contractor shall provide the status on all ongoing Public Affairs activities in the Contractor Monthly Status Report (A002). Informal informational weekly status updates on Public Affairs activities shall be provided to the COR via email.

5.1.1.4 The Ft. Bliss, TX and WSMR, NM military complexes consist of training areas, ranges, and test sites spread over a vast area approximately 100 miles North-South by 40 miles East-West. Personnel accountability is a major safety concern during VALEX COMDEX NIE execution. The Contractor shall validate personnel log-in to SoSE&I's accountability database Manpower Information Reporting and Retrieval System (MIRARS) and generate reports on personnel location data for all Government and Contractor personnel supporting PM Current. The data shall be organized by supporting element (i.e. PM Current Plans, Business Team, PEO C3T, etc.) and briefed at the PM Current Commanders Update Briefing (CUB) (A004). The Contractor shall be the POC for any MIRARS access issues.

5.1.1.5 The Contractor shall perform administrative function tracking the status of Military, Civilian, and Contractor performance reports, awards, and orders in the Monthly Status Report (A002).

5.1.1.6 The Contractor shall attend meetings required to execute the program mission, such as, planning meetings, program review meetings, and program update meetings. The Contractor shall prepare agendas, develop briefings, and author supporting documents for program leadership use in the meetings described above (A004, A005). Documents shall follow Government provided templates/formats.

5.1.2 Schedule, Risk and Data Management Services.

5.1.2.1 The Contractor shall build and maintain NIE event schedules, System Under Evaluation (SUE) and System Under Test (SUT) utilization schedules through MS Project. The Contractor shall track schedule status and report schedule status via Excel and PowerPoint presentation (A004).

5.1.2.2 The Contractor shall ensure alignment of the NIE high level, intermediate, and detailed schedule levels with the SoSE&I Integrated Master Schedule (IMS) and Tier Schedules. The Contractor shall conduct in-depth schedule verification efforts and report any disconnects between the IMS and other schedule levels (A006).

5.1.2.2.1 The Contractor shall conduct critical path analysis and monitor schedules for variances and schedule impact. The Contractor shall report variances and associated risks to the COR within three business days of identification (A006).

5.1.2.2.2 The Contractor shall develop recommendations for alternate schedules and determine the impact of alternative program objectives. The Contractor shall utilize this schedule information to identify risk activities, develop risk mitigation strategies, and provide recommendations to the COR within five business days of identification. The Contractor shall track risk mitigation efforts as part of its schedule reviews (A006).

5.1.2.3 The Contractor shall provide Data Management support by the following:

5.1.2.3.1 The Contractor shall maintain and update knowledge management systems such as Soldier Interface to the Field (SIF) and SharePoint data input/collection. Updates shall occur as new information is received or the phase of execution changes.

5.1.2.3.2 The Contractor shall maintain and update user and system information for each NIE and archive into the appropriate database(s). Information is provided by system users (normally via email, telephone and personally), and system information is pulled from another data source (the Horseblanket). Updates/archive shall occur within three business days of receipt of new

information.

5.1.2.3.3 The Contractor shall, within one day of receipt, assign, verify, and update user privileges in SIF and SharePoint. The Government will provide contractor personnel access to SIF and Sharepoint within 15 business days after award as part of in-processing to PM Current.

5.1.2.3.4 The Contractor shall monitor access to databases and verbally report any anomalies to the COR. The Contractor shall implement Government-directed fixes. A summary report of database access issues and their resolution shall be included in the Contractor Monthly Status Report (A002).

5.1.2.3.5 The Contractor shall edit SIF views within two days of receipt.

5.1.2.3.6 The Contractor shall archive documents (to include calendar/schedule updates) and briefings to SharePoint within two days of receipt of project documents.

5.1.3 Operations Management Services. Support PM Currents day-to-day and NIE operational activities to include meeting support; technical writing and editing services; information gathering, analysis, coordination, and dissemination; and calendar management.

5.1.3.1. Meeting Support - The Contractor shall coordinate schedules and meeting logistics; prepare agendas; coordinate input into and prepare briefing packages; oversee meeting accommodations and operate audio-visual (AV) equipment, capture and track action items, and document and disseminate meeting minutes. The Contractor shall develop briefings and author supporting documents, taking into consideration the organizational level of the speaker and recipients. Agendas, briefing materials, action items, and minutes shall be delivered in accordance with SoSE&I standard templates (A004).

#### 5.1.3.2 Technical Writing and Editing

5.1.3.2.1 The Contractor shall review PM Current processes and prepare initial draft(s) of Organizational Standard Operating Procedures (SOPs) for Government review and comment. The Contractor shall adjudicate all Government comments and present final draft of SOPs for Government approval. Upon Government identified changes or upon analysis of After Action Reviews (AARs), The Contractor shall draft recommendations for SOPs update (A007).

5.1.3.2.2 The Contractor shall prepare draft correspondence and documentation in accordance with military writing standards AR 25-52, AR 70-1 or DoD Policy. Additionally, the Contractor shall perform format/spelling/grammar reviews on all documents and briefings.

5.1.3.2.3 The Contractor shall develop briefings to be presented to senior Army and Department of Defense (DoD) decision-makers (A004).

#### 5.1.3.3 Information Gathering, Analysis, Coordination, And Dissemination

5.1.3.3.1 The Contractor shall attend program planning and review meetings within SoSE&I and capture items of interest and share with PM Current via email, or verbally.

5.1.3.3.2 The Contractor shall correlate input received from TRIAD agencies with relevant information developed by PM Current during NIE execution and shall recognize and report back via email, telephone, verbally, or briefing inconsistencies in data inputs, analysis methodologies, and reporting schema to ensure support plans are synchronized between designated Army and DoD organizations.

5.1.3.3.3 The Contractor shall collect After Action Review (AAR) comments from functional areas within SoSE&I during each phase of an NIE. The Contractor shall utilize these comments in the preparation of AAR reports (A006) and briefings (A004). The Contractor shall present the material at AAR In-Process Reviews (IPRs) during each phase of an NIE and at the final AAR at conclusion of an NIE.

5.1.3.3.4 The Contractor shall coordinate, staff, track, and report on data/document reviews within SoSI internally and with external organizations. The Contractor shall consolidate and adjudicate input received from reviewers by taking take notes and providing information back to government personnel in the form of email, telephone, briefing, or verbally.

5.1.3.3.5 Upon receipt, the Contractor shall post project documents to PM Current systems/databases such as Soldier Interface to the Field (SIF) and SharePoint.

5.1.3.4 Doctrine, Organization, Training, Materiel, Leadership, Education, Personnel, and Facilities (DOTML-PF) Services. The Contractor shall provide DOTML-PF services. Note\*\* These services represent approximately 60 percent of each FTE of effort; the remaining 40 percent of each man year of support will Operations Management in accordance with Section 5.1.3 above.

5.1.3.4.1 New Equipment Training (NET). The Contractor shall provide verbal and written input into, and recommendations regarding, the development of emerging doctrine, organizational designs, and individual and collective training programs and plans (A006). The Contractor shall provide recommendations to Government Subject Matter Expert (SME) efforts to standardize and schedule NET plans for soldiers who will employ advanced network systems and devices during NIE activities.

5.1.3.4.1.1 The Contractor shall provide Command, Control, Communication, Computer and Intelligence (C4I) technical input and recommendations for coordination, development, scheduling, implementation and assessment of NIE training plans and programs by Government Military and Civilian managers, analysts, and technicians (A006).

5.1.3.4.1.2 The Contractor shall provide recommendations regarding the development and presentation of C4I combat and force development strategies emerging from the completion of NIE activities (A006).

5.1.3.4.2 The Contractor shall collect and process soldier NET evaluation data and shall correlate NET data with NIE system failures reported by soldiers during NIE field operations.

5.1.3.4.2.1 The Contractor shall use data collection, management, and assessment tools, techniques, and procedures to obtain soldier feedback on system operation and maintenance following the conclusion of NIE field events.

5.1.3.4.2.2 The Contractor shall provide recommendations regarding the creation of doctrinal concepts for How-To-Fight Manuals developed to support Brigade- and Battalion-level training by collecting data from other NIE Government and Contractor teams, correlating NIE data with published training manuals, and recommending incorporation of changes in existing manuals (A006).

5.1.3.4.3 The Contractor shall provide and document assessments and recommendations in a report or briefing (A004, A006).

5.1.3.4.4 The Contractor shall provide recommendations to Government managers, engineers, technicians, and administrative staff in the development of operational concepts and network/transport designs for BCT formations (A006).

5.1.3.4.4.1 The Contractor shall collect and validate training data from multiple sources, synthesize training recommendations from the data, and develop and present recommendations to Government personnel.

5.1.3.4.4.2 The Contractor shall observe training activities, capture soldier feedback, assess training quality, draft input into the system final reports and make recommendations for training improvements. Input shall be provided via email or verbally.

5.1.4 Logistics Support Services Support PM Current facility, infrastructure, tool, and equipment/systems management.

5.1.4.1 PM Current Operations Logistics Management - PM Current, in its management of the NIE, operates and maintains facilities, equipment and mobile capability for over 500 personnel, multiple systems under test or evaluation, and integrated Brigade platforms at two locations: Fort Bliss, TX and WSMR.

5.1.4.1.1 Infrastructure Logistics Support - The Contractor shall support daily operations of PM Current either at Fort Bliss, TX or WSMR in terms of available and operational equipment, adequate space, established policies and procedures and safe and secure facilities.

5.1.4.1.1.1 The Contractor shall support all facility and infrastructure equipment repairs, upgrades, requirements, and moves at Fort Bliss, TX and WSMR, NM. Currently, facilities include Building 2 Fort Bliss, TX; Buildings 1540 and 1690 WSMR; and nine mobile Trailers. Infrastructure equipment includes but is not limited to: badging devices, security equipment, command & control equipment, telephones, computers (laptop, desk, diagnostic), internet services.

5.1.4.1.1.2 The Contractor shall serve as the point of contact for required facility repairs. The Contractor shall perform monthly safety and maintenance inspections at all PM Current facilities (listed in Part 3), with the exception of the Integration Motor Pool (IMP). The Contractor shall capture needed facility repairs and coordinate with Directorate of Logistics (DOL), Department of Public Works (DPW), and SoSE&I Business Team (BT) on corrective actions. The Contractor shall prepare, for Government approval, required documentation to implement repairs (A008).

5.1.4.1.1.3 The Contractor shall analyze changing program and NIE requirements to determine impact on existing facilities/infrastructure equipment and provide recommendations for needed upgrades. The Contractor shall coordinate with DOL, DPW, and SoSE&I BT to establish a path forward for implementing required upgrades. Within 3 business days of receipt of NIE requirements the contractor shall prepare, for Government approval, required documentation to implement upgrades/procurements (A008).

5.1.4.1.1.4 The Contractor shall interpret white papers and/or Internal Operating Budget (IOB) requirements required to be submitted to Fort Bliss, TX or WSMR, NM garrison organizations into discrete infrastructure requirements that can be

coordinated and procured through a SoSE&I BT, DPW, Directorate for Information Management (DOIM), DOL or local installation support office.

5.1.4.1.1.5 The Contractor shall analyze NIE and PM Current or its partners (i.e. BMC, PEO Aviation, etc.) schedules and coordinate all required facility efforts and coordinate all required facility efforts, while ensuring that the NIE event isn't delayed or interrupted.

5.1.4.1.1.6 The Contractor shall track delivery, installation, utilization, maintenance, turn-in and/or disposal of PM Current infrastructure equipment and facilities.

5.1.4.1.1.7 The Contractor shall staff, monitor, and report on all work orders. The Contractor shall maintain a Fort Bliss Self Help card in order to obtain no cost facilities repair items.

5.1.4.1.1.8 The Contractor shall manage the logistics for facility repairs and upgrades (e.g. base access and contractor escorts).

5.1.4.1.1.9 The Contractor shall meet the requirements of FAR 52.251-1 Government Supply sources; FAR 52.252-2 Interagency Fleet Management System Vehicles and Related Services; DFARS 252.251-7001 Use of Interagency Fleet Management System (IFMS) Vehicles and Related Services necessary to operate government owned or leased vehicles.

5.1.4.1.1.10 The Contractor shall ensure service providers will be able to lift up to 60 pounds.

5.1.4.1.1.11 The Contractor shall participate in meetings required to execute the program mission, such as, planning meetings, program review meetings, and program update meetings. The Contractor shall prepare agendas, develop briefings, and author supporting documents for program leadership use in the meetings described above (A004, A005).

5.1.4.1.2 Integration Motor Pool (IMP) Logistics Support - The Contractor shall manage daily operations of the IMP in terms of available and operational equipment, adequate space, established policies and procedures and safe and secure facilities. Additionally, the Contractor shall ensure management of General Services Administration (GSA) vehicle utilization. Facilities for the IMP are currently Buildings 743 and 2624.

5.1.4.1.2.1 The Contractor shall support all facility and infrastructure equipment repairs, upgrades, and requirements drafting for the IMP at Fort Bliss, TX. Infrastructure equipment includes but is not limited to: badging devices, security equipment, command & control equipment, telephones, computers (laptop, desk, diagnostic,), internet services, tools, forklifts, GSA vehicle fleet, golf carts.

5.1.4.1.2.2 The Contractor shall serve as the point of contact for required facility repairs. The Contractor shall perform monthly safety and maintenance inspections at the IMP. The Contractor shall capture needed facility repairs and coordinate with Directorate of Logistics (DOL), Dept of Public Works (DPW), and SoSE&I Business Team (BT) on corrective actions. The Contractor shall prepare for Government approval required documentation to implement repairs. The Contractor shall document and status all work orders.

5.1.4.1.2.3 The Contractor shall manage GSA and PM Current vehicle fleet logistics. The Contractor shall validate and document that drivers have appropriate licenses and training to operate vehicles. The Contractor shall inspect vehicles for damage at vehicle hand-off and return. The Contractor shall maintain a log for vehicle servicing. The vehicle logbooks shall include monthly mileage and monthly petroleum, oil, and lubricant (POL) costs, in addition to service(s) performed and next service(s) required. The Contractor shall schedule and ensure vehicles are delivered to the appropriate facility for maintenance. Activities shall be summarized in the Contractors Monthly Status Report.

5.1.4.1.2.4 The Contractor shall conduct space analysis for each NIE and prepare space assignments for vehicle builds and demodifications.

5.1.4.1.2.5 The Contractor shall ensure that service bays are operational, to include identifying and documenting supply requirements for spares and consumables in a Class IX supply list. The Contractor shall monitor IMP service inventory, to include fuel requirements, such as forklift propane. The Contractor shall notify the government purchase card holder for procurement of supplies is needed,

5.1.4.1.2.6 The Contractor shall support planning and execution efforts associated with VIP visits, special demonstrations, and training activities at the IMP.

5.1.4.1.2.7 The Contractor shall meet the requirements necessary to operate government owned or leased vehicles. Contractor must be licensed to operate up to a 10K forklift.

5.1.4.1.2.8 The Contractor shall ensure service providers will be able to lift up to 60 pounds.

5.1.4.1.2.9 The Contractor shall participate in meetings required to execute PM Current mission, such as, planning meetings, program review meetings, and program update meetings. The Contractor shall prepare agendas, develop briefings, and author supporting documents using Government provided data for program leadership use in the meetings described above (A004, A005).

5.1.4.1.3 NIE Integrated Logistics Support (ILS) The Contractor shall provide platform demodification, NIE vehicle and equipment hand receipts, platform configuration management, and trouble ticket management.

5.1.4.1.3.1 The Contractor shall manage the chain of custody process for NIE equipment by ensuring that all vehicles and their equipment are noted in a hand receipt upon release from the IMP. The Contractor shall coordinate and document, via hand receipt, the transfer of vehicles to the Tactical units participating in NIE.

5.1.4.1.3.2 The Contractor shall be an active member co-located into each of the six Trail Boss Teams during each NIE event within the Fort Bliss, TX and WSMR region.

5.1.4.1.3.2.1 The Contractor shall manage the transfer and be accountable for the legacy equipment which supports six Trail Boss Teams during NIE events.

5.1.4.1.3.2.2 The Contractor shall manage trouble tickets for the Trail Boss Team. Specifically, the Contractor shall document system issue(s) in a Test Incident Report (TIR) and input the TIR into the TIR tracking system. The Contractor shall track and monitor TIR status through ticket closure.

5.1.4.1.3.3 The Contractor shall manage the vehicle demodification process upon completion of NIE as follows:

5.1.4.1.3.3.1 The Contractor shall coordinate the return of vehicles from NIE to the IMP. Upon arrival at the IMP, the Contractor shall conduct a vehicle configuration inventory against the issued hand receipt to validate that all equipment has been returned. The Contractor shall annotate the hand receipt for missing and damaged equipment.

5.1.4.1.3.3.2 Utilizing the as built configuration, individual vehicle hand receipts, and upcoming NIE Horse Blanket, the Contractor shall validate that the correct equipment is demodded from the vehicle.

5.1.4.1.3.3.3 The Contractor shall retain vehicle keys in a lock location while the vehicles are in the motor pool. Key access shall be managed by the contractor.

5.1.4.1.3.3.4 The Contractor shall coordinate required spare parts or needed repair with designated Army Logistics Support Agencies.

PART 6  
APPLICABLE PUBLICATIONS

6. Applicable Publications (Current Editions)

6.1 The following local documents are applicable to this PWS and will be provided prior to the Start of Work meeting:

- 6.1.1 AR 25-52 Preparing and Managing Correspondence
- 6.1.2 AR 70-1 Army Acquisition Policy
- 6.1.3 AR 380-5 Security
- 6.1.4 NIE Concepts of Operations (CONOPS)
- 6.1.5 TRIAD NIE Standard Operating Procedures (SOP)

PART 7  
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7 Attachment/Technical Exhibit List:

- 7.1 Technical Exhibit 1 Performance Requirements Summary

7.2 Attachments:

This PWS incorporates the following attachments, which are attachments to the TS3 solicitation W56HZV-14-R-0030:

Attachment

- 0011 TOR Attachment 2, NIE CDRLs
- 0012 TOR Attachment 3, KBS Prime Proposal Summary File - NIE
- 0013 TOR Attachment 4, NIE DD 254

7.3 CDRLs / Deliverables:

The Contractor shall provide the following:

<u>DELIVERABLE TITLE</u>	<u>CDRL</u>
Trip Report	A001
Monthly Status Report	A002
Phase-out Plan	A003
Conference/Meetings/Briefings	A004
Agendas	A005
Technical Report Study/Service	A006
Organizational SOPs	A007
Government Work Order Forms	A008
Quality Control Plan	A009

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the maximum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

<u>Performance Objective</u>	<u>Performance Indicator</u>	<u>Performance Threshold</u>	<u>Method of Surveillance</u>
-----			
PRS #1 PAO/Protocol/Admin Officer (PWS 5.1)			
	1. Provide concise input, to include Courses of Action (COAs) to pursue, and Analysis of Alternatives (AoAs), to PM Current Leadership. Provide pros and Cons with COAs.	1. All Data presented IAW SoSE&I briefing formats and SOPs. 2. Briefings meet their intended purpose.	1. No more than one (1) customer complaint per base Period or option Period.
	2. Completeness	3. Deliverables are in agreement	2. 100% compliant
	3. Quality	tasking.	3. 100% compliant
	4. Timeliness	4. Tasks are	

completed within 4. 100%  
 agreed upon compliant  
 schedules.

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 PRS #2 Scheduler/Knowledge Management (PWS 5.2)

1. Provide concise, input, to include Courses of Action (COAs) to pursue, and Analysis of Alternatives (AoAs), to PM Current Leadership. Provide pros and Cons with COAs.	1. All Data presented IAW SoSE&I briefing and PM Current briefing formats and SOPs. 2. Briefings meet their intended purpose.	1. No more than one (1) customer complaint per base Period or option Period. 2. 100% compliant 3. 100% compliant 4. 100% compliant
2. Completeness	3. Deliverables are in agreement tasking.	
3. Quality		
4. Timeliness	4. Tasks are completed within agreed upon schedules.	

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 PRS #3 Operations Officer (PWS 5.3)

1. Provide concise, input, to include Courses of Action (COAs) to pursue, and Analysis of Alternatives (AoAs), to PM Current Leadership. Provide pros and Cons with COAs.	1. All Data presented IAW SoSE&I briefing and PM Current briefing formats and SOPs. 2. Briefings meet their intended purpose.	1. No more than one (1) customer complaint per base Period or option Period. 2. 100% compliant 3. 100% compliant 4. 100% compliant
2. Completeness	3. Deliverables are in agreement tasking.	
3. Quality		
4. Timeliness	4. Tasks are completed within agreed upon schedules.	

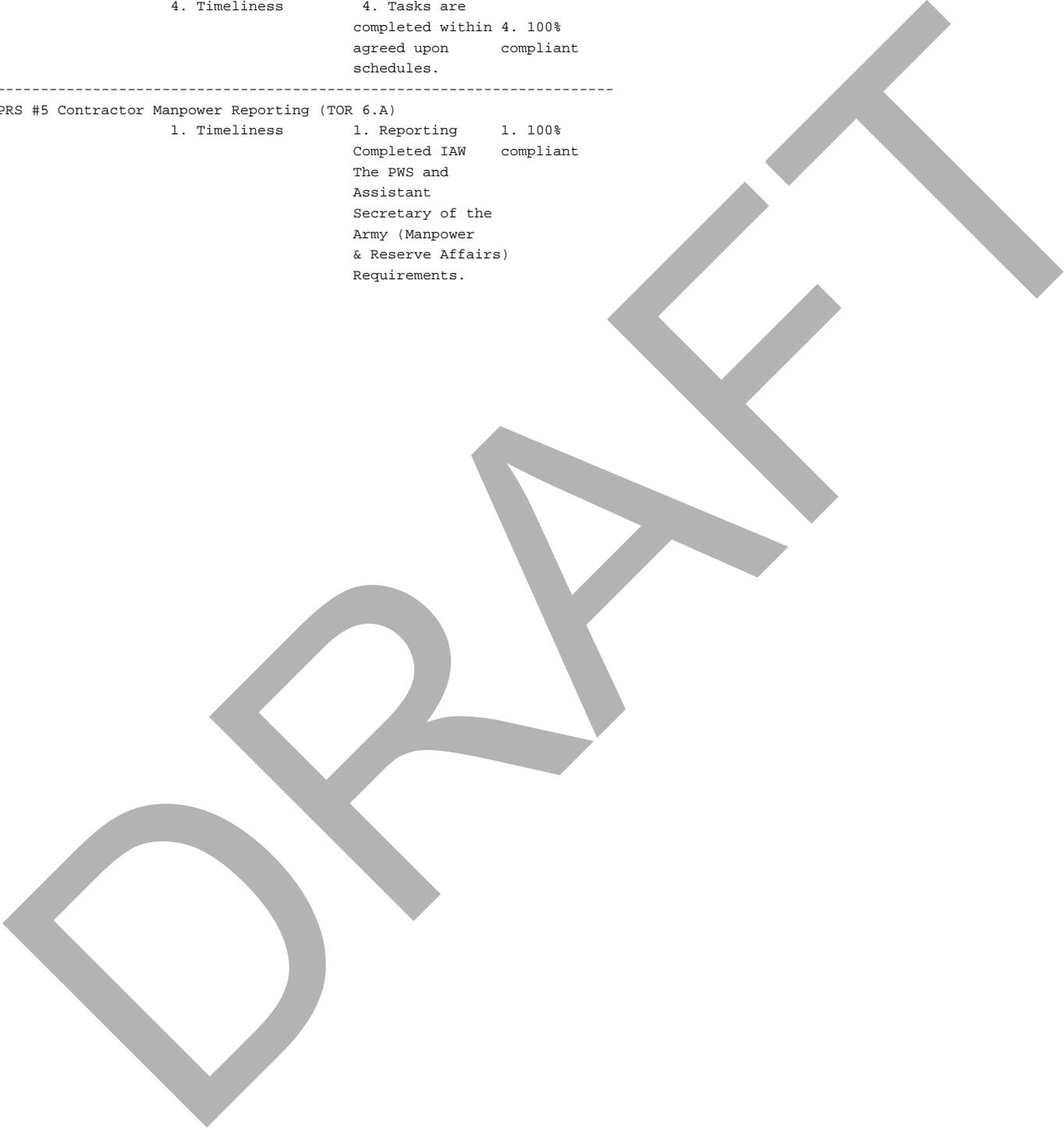
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 PRS #4 Logistics Support (PWS 5.4)

1. Provide concise, input, to include Courses of Action (COAs) to pursue, and Analysis of Alternatives (AoAs), to PM Current Leadership. Provide pros and Cons with COAs.	1. All Data presented IAW SoSE&I briefing and PM Current briefing formats and SOPs. 2. Briefings meet their intended purpose.	1. No more than one (1) customer complaint per base Period or option Period. 2. 100% compliant 3. 100%
2. Completeness	3. Deliverables are in agreement tasking.	
3. Quality		

4. Timeliness	4. Tasks are completed within 4. 100% agreed upon schedules.	compliant
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PRS #5 Contractor Manpower Reporting (TOR 6.A)

1. Timeliness	1. Reporting Completed IAW The PWS and Assistant Secretary of the Army (Manpower & Reserve Affairs) Requirements.	1. 100% compliant
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CONTRACT DATA REQUIREMENTS LIST  
Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

- A. CONTRACT LINE ITEM NO.:
- B. EXHIBIT: A
- C. CATEGORY: PWS
- D. SYSTEM/ITEM: Program Manager Current Programmatic Services
- E. SOLICITATION/PR NO.:  
CONTRACT NO.:
- F. CONTRACTOR:

\*\*\*\*\*

- 1. DATA ITEM NO.: A001
- 2. TITLE OF DATA ITEM: Report, Record of Meeting Minutes
- 3. SUBTITLE: Trip Report
- 4. AUTHORITY: DI-ADMN-81505 (Tailored)
- 5. CONTRACT REFERENCE: PWS Paragraph 1.6.12, 7.3
- 6. REQUIRING OFFICE: PM Current
- 7. DD250 REQ: LT
- 8. APP CODE: NA
- 9. DIST. STATEMENT: C, See Block 16
- 10. FREQUENCY: See Block 16
- 11. AS OF DATE: N/A
- 12. DATE OF FIRST SUB: Block 16
- 13. DATE OF SUBS: ASREQ
- 14. DISTRIBUTION: Block 16
- 15. TOTAL: See Block 16

16. REMARKS:

Block 4. Delete paragraph 10.4 of DI-ADMN-81505. Submit report in contractor format.

Block 9. The following information shall be included on the Deliverable: DISTRIBUTION STATEMENT C: Distribution authorized to US Government agencies and their Contractors; information may contain proprietary information. Other requests for this document shall be referred to the Contracting Officers Representative (COR).

Block 10. One Trip Report required for each trip.

Block 12. Submit trip Report within 10 business days of trip completion.

Block 14/15. The Contractor shall electronically deliver one final, reproducible copy to the following person(s):

<Name>, Contracting Officers Representative, <email>

\*\*\*\*\*

- 1. DATA ITEM NO.: A002
- 2. TITLE OF DATA ITEM: Contractors Progress, Status, and Management Report
- 3. SUBTITLE: Contractor Monthly Status Report
- 4. AUTHORITY: DI-MGMT-80227 (Tailored)
- 5. CONTRACT REFERENCE: PWS Paragraphs 1.6.12, 5.1.1.3, 5.1.1.5, 5.1.2.3.4, 7.3
- 6. REQUIRING OFFICE: PM Current

7. DD250 REQ: LT
8. APP CODE: N/A
9. DIST. STATEMENT: C, See Block 16
10. FREQUENCY: MTHLY
11. AS OF DATE: N/A
12. DATE OF FIRST SUB: 30 DADO
13. DATE OF SUBS: MTHLY
14. DISTRIBUTION: See Block 16
15. TOTAL: See Block 16

16. REMARKS:

Block 4. Tailor paragraph 10.3 of DI-MGMT-80227 to read: "The report shall include (as applicable):

Delete paragraphs 10.3 g. and k. from DI-MGMT-80227 and include the following additional information in the report.

- q. Total funding by CLIN
- r. Costs reported by CLIN
- s. Description of services performed
- t. Field technical Representative (if applicable)
- u. Person hours reported by individual's name and hourly pay rate of the individual
- v. Budget at completion
- w. Budget over/under if hours continue to be expended at current rate
- x. The contractor shall submit a signed certificate showing compliance with the following clauses:
  - 52.209-4020, AT Level I Training
  - 52.204-2040, Access and General Protection/Security Policy and Procedures
  - 52.204-2041, Employees Who Require Access to Government Information Systems
  - 52.209-4042, Information Assurance (IA)/Information Technology (IT) Certification
  - 52.239-7001, Information Assurance (IA)/Information Technology (IT) Certification
  - 52.204-2, Security Requirements
  - 52.204-7008 Information Subject to Export Control Laws / International traffic in Arms Regulation (ITAR)

Block 9. The following information shall be included on the Deliverable: DISTRIBUTION STATEMENT C: Distribution authorized to US Government agencies and their Contractors; information may contain proprietary information. Other requests for this document shall be referred to the Contracting Officers Representative (COR).

Block 14/15. The Contractor shall electronically deliver one final, reproducible copy to the following person(s):

<Name>, Contracting Officers Representative, <email>

\*\*\*\*\*

1. DATA ITEM NO.: A003
2. TITLE OF DATA ITEM: Phase-Out Plan
3. SUBTITLE: N/A
4. AUTHORITY: N/A
5. CONTRACT REFERENCE: PWS Paragraph 1.6.17.2, 7.3
6. REQUIRING OFFICE: PM Current
7. DD250 REQ: LT
8. APP CODE: N/A
9. DIST. STATEMENT: C; see Block 16
10. FREQUENCY: ASREQ
11. AS OF DATE: N/A
12. DATE OF FIRST SUB: ASREQ
13. DATE OF SUBS: ASREQ
14. DISTRIBUTION: See Block 16
15. TOTAL: See Block 16

16. REMARKS:

Block 9. The following information shall be included on the Deliverable: DISTRIBUTION STATEMENT C: Distribution authorized to US Government agencies and their Contractors; information may contain proprietary information. Other requests for this document shall be referred to the Contracting Officers Representative (COR).

Block 12. The Phase-Out Plan shall be provided to the PCO 75 days prior to beginning of first option year, updating the plan each year, 75 days prior to the beginning of each option year. This will help effect a smooth and orderly transfer of contract responsibility to a successor.

Block 14/15. The Contractor shall electronically deliver one final, reproducible copy to the following person(s):

<Name>, Contracting Officers Representative, <email>

The plan shall describe, at a minimum, the Contractors approach to the following issues:

- a. Employee notification; turn-over of work-in-progress, inventories, and Government property; removal of Contractor property; data and information transfer; and any other actions required to ensure continuity of operations;
- b. Inventory by the incumbent and the Government before conduct of a joint inventory between the incumbent and the successor;
- c. Reconciliation of all property accounts, requisitions, and work-in-progress; turn-in of excess property;
- d. Clean up of Contractor work areas, provisions for training of the successors personnel of Government Furnished automated information systems (AIS) used in performance of this contract, specialized equipment, utilities systems, and ongoing work that the successor would be required to complete; and security debriefings in accordance with AR 380-5 for incumbent personnel holding security clearances; and
- d. Procedures regarding handling key control between the incumbent and the successor.

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1. DATA ITEM NO.: A004
2. TITLE OF DATA ITEM: Conference/Meetings/Briefings
3. SUBTITLE:
4. AUTHORITY: DI-MGMT-81605
5. CONTRACT REFERENCE: PWS Paragraphs 5.1.1.4; 5.1.1.6; 5.1.2.1; 5.1.3.1; 5.1.3.2.3; 5.1.3.3.3; 5.1.4.3; 5.1.5.1.1.11; 5.1.5.1.2.9, 7.3
6. REQUIRING OFFICE: PM Current
7. DD250 REQ: LT
8. APP CODE: N/A
9. DIST. STATEMENT: C, See Block 16
10. FREQUENCY: ASREQ
11. AS OF DATE: N/A
12. DATE OF FIRST SUB: See Block 16
13. DATE OF SUBS: See Block 16
14. DISTRIBUTION: See Block 16
15. TOTAL: See Block 16
16. REMARKS:

Block 4. Contractor Format for PWS Paragraphs 5.1.4.3 and 5.1.5.1.1.11 only

Block 9. The following information shall be included on the Deliverable: DISTRIBUTION STATEMENT C: Distribution authorized to US Government agencies and their Contractors; information may contain proprietary information. Other requests for this document shall be referred to the Contracting Officers Representative (COR).

Block 12: Briefing materials are due three business days prior to event. Meeting Minutes due three business days after the event.

Block 13: Briefing materials are due three business days prior to event. Meeting Minutes due three business days after the event.

Block 14/15. The Contractor shall electronically deliver one final, reproducible copy to the following person(s):

<Name>, Contracting Officers Representative, <email>

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1. DATA ITEM NO.: A005
2. TITLE OF DATA ITEM: Conference Agenda
3. SUBTITLE: Agendas

4. AUTHORITY: DI-ADMN-81249A
5. CONTRACT REFERENCE: PWS paragraphs 5.1.1.6; 5.1.5.1.1.11; 5.1.5.1.2.9, 7.3
6. REQUIRING OFFICE: PM Current
7. DD250 REQ: LT
8. APP CODE: N/A
9. DIST. STATEMENT: C, See Block 16
10. FREQUENCY: ASREQ
11. AS OF DATE: N/A
12. DATE OF FIRST SUB: See Block 16
13. DATE OF SUBS: See Block 16
14. DISTRIBUTION: See Block 16
15. TOTAL: See Block 16

16. REMARKS:

Block 4. Contractor Format

Block 9. The following information shall be included on the Deliverable: DISTRIBUTION STATEMENT C: Distribution authorized to US Government agencies and their Contractors; information may contain proprietary information. Other requests for this document shall be referred to the Contracting Officers Representative (COR).

Block 12/13: Materials due three business days prior to event.

Block 14/15. The Contractor shall electronically deliver one final, reproducible copy to the following person(s):

<Name>, Contracting Officers Representative, <email>

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1. DATA ITEM NO.: A006
2. TITLE OF DATA ITEM: Technical Report Study/Services
3. SUBTITLE: N/A
4. AUTHORITY: DI-MISC-80508B
5. CONTRACT REFERENCE: See Block 16
6. REQUIRING OFFICE: PM Current
7. DD250 REQ: LT
8. APP CODE: N/A
9. DIST. STATEMENT: C, See Block 16
10. FREQUENCY: ASREQ
11. AS OF DATE: N/A
12. DATE OF FIRST SUB: See Block 16
13. DATE OF SUBS: See Block 16
14. DISTRIBUTION: See Block 16
15. TOTAL: See Block 16

16. REMARKS:

Block 4: Contractor format.

Block 5: PWS paragraphs 5.1.2.2; 5.1.2.2.1; 5.1.2.2.2; 5.1.3.3.3; 5.1.3.4.1; 5.1.3.4.1.1; 5.1.3.4.1.2; 5.1.3.4.2.2; 5.1.3.4.3; 5.1.3.4.4, 7.3

Block 9. The following information shall be included on the Deliverable: DISTRIBUTION STATEMENT C: Distribution authorized to US Government agencies and their Contractors; information may contain proprietary information. Other requests for this document shall be referred to the Contracting Officers Representative (COR).

Block 12/13. Materials due within 15 days of task initiation.

Block 14/15. The Contractor shall electronically deliver one draft and one final, reproducible copy to the following person(s):

<Name>, Contracting Officers Representative, <email>

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1. DATA ITEM NO.: A007
2. TITLE OF DATA ITEM: Contractors Standard Operating Procedures (SOPs)
3. SUBTITLE: Organizational SOPs
4. AUTHORITY: DI-MGMT-81580T
5. CONTRACT REFERENCE: PWS paragraph 5.1.3.2.1, 7.3
6. REQUIRING OFFICE: PM Current
7. DD250 REQ: LT
8. APP CODE: N/A
9. DIST. STATEMENT: C, See Block 16
10. FREQUENCY: ASREQ
11. AS OF DATE: N/A
12. DATE OF FIRST SUB: See Block 16
13. DATE OF SUBS: ASREQ
14. DISTRIBUTION: See Block 16
15. TOTAL: See Block 16

16. REMARKS:

Block 4: Contractor format.

Block 9. The following information shall be included on the Deliverable: DISTRIBUTION STATEMENT C: Distribution authorized to US Government agencies and their Contractors; information may contain proprietary information. Other requests for this document shall be referred to the Contracting Officers Representative (COR).

Block 12: Draft SOP shall be submitted to the PM Current Operations Division Chief via email no later than seven days after initiation.

The Government will have 10 days for review/comment on the draft. The final SOP version shall be submitted to the PM Current Operations Division Chief via email no later than seven days after receipt of Government comments.

Block 14/15. The Contractor shall electronically deliver one draft and one final, reproducible copy to the following person(s):

<Name>, PM Current Operations Division Chief, <email>

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1. DATA ITEM NO.: A008
2. TITLE OF DATA ITEM: Government Work Order Forms
3. SUBTITLE: N/A
4. AUTHORITY: N/A
5. CONTRACT REFERENCE: PWS paragraphs 5.1.4.1.1.2, 5.1.4.1.1.3, and 7.3
6. REQUIRING OFFICE: PM Current
7. DD250 REQ: LT
8. APP CODE: N/A
9. DIST. STATEMENT: C, See Block 16
10. FREQUENCY: ASREQ
11. AS OF DATE: N/A
12. DATE OF FIRST SUB: ASREQ
13. DATE OF SUBS: ASREQ
14. DISTRIBUTION: See Block 16
15. TOTAL: See Block 16

16. REMARKS:

Block 4. The Contractor shall follow the format of the specific Government forms.

Block 9. The following information shall be included on the Deliverable: DISTRIBUTION STATEMENT C: Distribution authorized to US Government agencies and their Contractors; information may contain proprietary information. Other requests for this document shall be referred to the Contracting Officers Representative (COR).

Block 14/15. The Contractor shall electronically deliver one final, reproducible copy to the following person(s):

<Name>, Contracting Officers Representative, <email>

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1. DATA ITEM NO.: A009
2. TITLE OF DATA ITEM: Quality Control Plan
3. SUBTITLE: N/A
4. AUTHORITY: DI-QCIC-81379
5. CONTRACT REFERENCE: PWS paragraphs 1.6.1, 1.6.7.2, 1.6.7.3, and 7.3
6. REQUIRING OFFICE: PM Current
7. DD250 REQ: No
8. APP CODE: A
9. DIST. STATEMENT: C; See Block 16
10. FREQUENCY: ONE/R
11. AS OF DATE: N/A
12. DATE OF FIRST SUB: 30 DAC
13. DATE OF SUBS: ASRQ
14. DISTRIBUTION: See Block 16
15. TOTAL: See Block 16
16. REMARKS:

Block 9. The following information shall be included on the Deliverable: DISTRIBUTION STATEMENT C: Distribution authorized to US Government agencies and their Contractors; information may contain proprietary information. Other requests for this document shall be referred to the Contracting Officers Representative (COR).

Block 14/15. The Contractor shall electronically deliver one draft, and one final, reproducible copy to the following person(s); the COR shall review the draft QCP, due 30 days after task order award, and approve prior to final transmittal. The Government has 30 days to approve/disapprove of the QCP.

<Name>, PM Current Operations Division Chief, <email>  
<Name>, Contracting Officer, <email>  
<Name>, Contract Specialist, <email>

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GENERAL INSTRUCTIONS APPLICABLE TO ALL DATA ITEMS:

Unless otherwise stated, prepare the reports in Contractor format. Submit all reports using any of the following electronic formats:

- (1) Files readable using these Microsoft\* Office XP or Microsoft\* Office 2007 & lower Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print or scan images of spreadsheets are not acceptable. Please see security note below for caution regarding use of macros.
- (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language) Format. HTML documents must not contain active links to Internet websites or web pages for reference information. All linked information must be contained within your electronic report, and be accessible offline.
- (4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an email copy-furnished to amsta-ids@taacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be a no cost to the Government.

Notes: Please note that we can no longer accept .zip files due to increasing security concerns.

d. Acceptable media: The Contractor shall submit reports via e-mail or electronically via the TARDEC Advanced Collaborative Environment (ACE) website. The Contractor shall submit reports via the TARDEC Advanced Collaborative Environment (ACE) website, when required in block 16 of each CDRL. The TARDEC ACE is based on PTCs Windchill software suite that will be provided to the contractor as Government Furnished Software (GFS). If, when required, the ACE website is not workable, the Contractor shall email the required report to the

COR. If e-mail is not workable, another acceptable media is a 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary; however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name, address and a contact's phone number. Exterior mailing envelopes containing disks must be addressed to the following address:

US Army PM Current  
ATTN: Louis Mondello, Jr.  
Bldg. 2, RM 247  
Ft. Bliss, TX 79906

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and CD ROM.

\*Registered Trademark

DRAFT

The KBS Prime Proposal Summary File - NIE (Attachment 0012) is provided as a Microsoft Excel Workbook and can be accessed through the official TS3 website: <https://contracting.tacom.army.mil/services/TS3/TS3FOC-draftRFP.htm>.

**DRAFT**

The NIE DD 254 (Attachment 0013) is provided as an Adobe Acrobat file and can be accessed through the official TS3 website:  
<https://contracting.tacom.army.mil/services/TS3/TS3FOC-draftRFP.htm>.

**DRAFT**