**SOLICITATION, OFFER AND AWARD**

1. This Contract Is A Rated Order Under DPAS (15 CFR 700)  
   Rating DOA7  
   Page of 1  
   Pages 142

2. Contract Number  
   W9128Z-20-R-0001

3. Solicitation Number
   W9128Z-20-R-0001

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

5. Date Issued  
   2019NOV20

6. Requisition/Purchase Number  
   SEE SCHEDULE

7. Issued By  
   Code W9128Z
   ACC-APG HUACHUCA DIVISION  
   CCAP-CCH  
   2133 CUSHING STREET  
   FORT HUACHUCA, AZ  85613-1190

8. Address Offer To (If Other Than Item 7)

**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 ___________________. 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.

10. For Information Call:  
    A. Name  
    ADELINA KOSTUR  
    B. Telephone (No Collect Calls)  
    Area Code (520)  
    Number 538-6404  
    Ext.  
    C. E-mail Address  
    ADELINA.J.KOSTUR.CIV@MAIL.MIL

11. Table Of Contents  
   (X) Sec.  
   Description  
   Page(s)  
   (X) Sec.  
   Description  
   Page(s)  
   Part I - The Schedule  
   Part II - Contract Clauses  
   1  
   Solicitation/Contract Form  
   47
   2  
   Supplies or Services and Prices/Costs  
   108
   3  
   Description/Specs./Work Statement  
   110
   4  
   Packaging and Marking  
   119
   5  
   Inspection and Acceptance  
   136
   6  
   Deliveries or Performance  
   137
   7  
   Contract Administration Data  
   138
   8  
   Special Contract Requirements  

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

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

13. Discount For Prompt Payment (See Section L, Clause No. 52.232-8)
   10 Calendar Days (%)  
   20 Calendar Days (%)  
   30 Calendar Days (%)  
   Calendar Days (%)

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

15A. Name and Address of Offeror  
    Code  
    Facility

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

15B. Telephone Number  
    Area Code  
    Number  
    Ext.

15C. Check if Remittance Address is Different From Above – Enter such Address In Schedule

17. Signature

18. Offer Date

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

19. Accepted As To Items Numbered

20. Amount

21. Accounting And Appropriation

22. Authority For Using Other Than Full And Open Competition:  
   Yes  
   No  
   U.S.C. 2304(c)( )  
   41 U.S.C. 253(c)()

23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)  
   Item 25

24. Administered By (If other than Item 7)  
   Code

25. Payment Will Be Made By

26. Name of Contracting Officer (Type or Print)

27. United States Of America

28. Award Date

(Signature of Contracting Officer)

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

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable  
Standard Form 33 (Rev. 9-97)  
Prescribed By GSA-FAR (48 CFR) 53.214(c)
A-1 EXECUTIVE SUMMARY

1. Description of the Item(s)/Service(s) being Procured: The Total Engineering and Integration Services (TEIS) IV program provides for information systems engineering and information technology support services to United States Army Information Systems Engineering Command (USAISEC). The services will include engineering related activities in support of all aspects of information and communication systems.

2. Program Objectives/Needs: TEIS IV support will be required for the full life cycle of USAISEC projects to include planning, design, development, engineering, implementation, procurement, logistics, evaluation, test, sustainment, and ancillary services. Worldwide support is required. The majority of the worldwide support will occur in locations that are secure and have adequate infrastructure; however, worldwide support may also include areas with challenging environments including remote locations, and sometimes hostile locations with little to no infrastructure. Work in highly secure facilities involving the highest level clearances may be required.

3. Delivery Schedule: To be determined on each Task Order.

4. Type of Contract: The Government intends to make up to five awards, inclusive of up to two awards reserved for small business concerns, through full and open competition to those Offerors whose proposals represent the best value to the Government. The resulting TEIS IV multiple-award (MA) Indefinite Delivery/Indefinite Quantity (IDIQ) contracts will have a five (5) year base ordering period and a five (5) year option ordering period under which the selected sources will compete for Firm Fixed Price (FFP) and Cost Plus Fixed Fee (CPFF) contract types. The maximum value of these contracts is $800 million. Orders will be issued in accordance with Federal Acquisition Regulation (FAR) 16.505 Ordering.

5. Format of the Contract: The contract format will consist of FFP, CPFF CLINS/SLINs. Efforts for services which cannot be fixed-priced at the time of Task Order award may be performed on a CPFF basis. Services will be performed as specified under awarded task orders. The Government expects FFP to be about 35% of the contract value, and CPFF to be about 65% of the contract value.

6. Proposal Submission: The Offeror's proposal shall be submitted in accordance to section L.16.1. The Offeror's proposal shall consist of five volumes. The volumes are:
   1 - General
   2 - Technical Factor
   3 - Past Performance Factor
   4 - Cost/Price Factor
   5 - Small Business Participation Factor

7. Unusual/Specific Aspects of the Acquisition: There are classified aspects of this acquisition. The Contractor(s) selected as a result of this RFP must possess the requisite clearances set forth in the DD Form 254, attached in Section J.

8. Source Selection Methodology: The TEIS IV acquisition will be conducted under Full and Open Competition using the Best Value process as set forth in Section M.

9. Negotiated Procurements: In accordance with FAR 52.215-1, Instructions to Offerors-Competitive Acquisition, the Government intends to evaluate and award contracts resulting from this solicitation without discussions. However, the Government reserves the right to conduct discussions if the Contracting Officer determines them to be necessary.

10. The Government reserves the right to incorporate all or part of an Offeror's proposal into the resultant contract. Portions of an offeror's proposal that are incorporated into the resulting contract shall be deemed to have been drafted by the cognizant Offeror.

11. Offerors will be required, in accordance with Section L, to propose a Small Business Subcontracting Plan, small business participation documentation, and a Small Business Participation Commitment Document to address how they intend to meet small business minimum quantitative requirements and small business subcontracting goals.
12. Offerors shall ensure that any proposed Contractor joint ventures/teaming arrangements are in compliance with the requirements of the FAR, to include FAR Subpart 9.6. Offerors are reminded that Contractor joint ventures teaming arrangements must not violate any anti-trust statutes.

13. The Government does not intend to use non-Government advisors (support Contractors) to assist in the evaluation of proposals submitted in response to this solicitation.

14. Disclaimer: This Executive Summary has been prepared as an aid to potential offerors. Every attempt has been made to accurately reflect the requirements/information contained in the solicitation. However, if discrepancies are found between the Executive Summary and the clauses/provisions contained in the solicitation, the clauses/provisions contained in the solicitation shall prevail. Please contact the Contract Specialist identified in Block 10 of the SF33 if any discrepancies are found.

*** END OF NARRATIVE A0001 ***
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 CONTRACT MAXIMUM/MINIMUM TASK ORDER CEILING

1. In accordance with Section I, Clause 52.216-22 entitled "Indefinite Quantity", the MAXIMUM contract ceiling under the TEIS IV program is $800 Million. The cumulative value of all TEIS IV Contracts, which includes all Task Orders issued under the suite of contracts, shall not exceed $800 Million.

2. In accordance with Section I, Clause 52.216-22 entitled "Indefinite Quantity", the MINIMUM guaranteed value under this Contract is $50,000.00.

B-2 SCHEDULE B DESCRIPTION AND INSTRUCTIONS.

1. For Proposal purposes only, CLIN Pricing is NOT required in Section B of this Solicitation. The Offeror shall instead complete the CONUS/HIGH CONUS/OCONUS LABOR RATES Workbook, Section J, Attachment 0064.

2. CLIN/SLIN Sequence. Below are the CLIN/SLIN sequence broken out by all option periods, including Contractor Manpower Reporting and Contract Reporting CLIN/SLINs.

B-3 INCURRING COSTS.

The Government is not liable for any costs incurred by the Contractor in submitting proposals prior to and subsequent to contract award.

*** END OF NARRATIVE B0001 ***
### FIRM FIXED PRICE SERVICES

**SERVICE REQUESTED:** BASE ORDERING PERIOD  
**CLIN CONTRACT TYPE:**  
Firm Fixed Price

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

This CLIN is established to provide Firm Fixed Price Services for the ordering period in accordance with (IAW) the Performance Work Statement (PWS), set forth at Section J, Attachment 0001.

The ordering period is 60 months, commencing at contract award.

This contract is covered by the Service Contract Act. However, contract performance may be at any number of locations not yet identified. Contractors are required to propose rates commensurate with the Service Contract Act for the appropriate performance location(s).

Specific requirements and pricing will be set forth in each task order.

Note: For Proposal purposes only, CLIN Pricing is not required in Section B of this Solicitation.

*(End of narrative B001)*

Inspection, Acceptance and Freight on Board (FOB) Point shall be specified by incorporating the appropriate clauses from Sections E and F on each individual task order.

*(End of narrative E001)*

**Deliveries or Performance**

The delivery or performance schedule shall be determined on a task order basis.

*(End of narrative F001)*

### COST PLUS FIXED FEE SERVICES

**SERVICE REQUESTED:** BASE ORDERING PERIOD

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>FIRM FIXED PRICE SERVICES</td>
<td>$________</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*(End of narrative B001)*
**CLIN CONTRACT TYPE:**
Cost Plus Fixed Fee

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

This CLIN is established to provide Cost Reimbursement Services for the ordering period in accordance with (IAW) the Performance Work Statement (PWS), set forth at Section J, Attachment 0001.

The ordering period is sixty 60 months, commencing at contract award.

For COST PLUS FIXED FEE task orders, the fee percentage proposed in the Summary file, Section J, Attachment 0014 of the basic contract will serve as a capped percentage (subject to downward negotiation only) at the task order level, in which the resultant fee will become a fixed dollar amount.

This contract is covered by the Service Contract Act. However, contract performance may be at any number of locations not yet identified. Contractors are required to propose rates commensurate with the Service Contract Act for the appropriate performance location(s).

Specific requirements and pricing will be set forth in each task order.

Note: For Proposal purposes only, CLIN Pricing is not required in Section B of this Solicitation.

(End of narrative B001)

Inspection, Acceptance and Freight on Board (FOB) Point shall be specified by incorporating the appropriate clauses from Sections E and F on each individual task order.

(End of narrative E001)

**Deliveries or Performance**

The delivery or performance schedule shall be determined on a task order basis.

(End of narrative F001)

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0003</td>
<td>ENTERPRISE-WIDE CONTRACTOR MANEUVER REPORTING</td>
<td>$         ** ...</td>
<td>** W9128Z-20-R-0001 **</td>
<td>** 6 142 **</td>
<td>** ENTERPRISE-WIDE CONTRACTOR MANEUVER REPORTING **</td>
</tr>
</tbody>
</table>
SERVICE REQUESTED: ECMRA REPORTING
CLIN CONTRACT TYPE:
Firm Fixed Price

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

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2020. Contractors may direct questions to the help desk at: http://www.ecmra.mil/.

Note: For Proposal purposes only, CLIN Pricing is not required in Section B of this Solicitation.

(End of narrative B001)

0004 PROGRESS REPORT

SERVICE REQUESTED: MONTHLY REPORT
CLIN CONTRACT TYPE:
Firm Fixed Price

In accordance with Section J, Attachment 0001, Performance Work Statement, paragraph 4.6.1 and Attachment 0011.

(End of narrative B001)

0005 CONTRACTOR MANPOWER & CAC ACCOUNTABILITY

SERVICE REQUESTED: MONTHLY REPORT
CLIN CONTRACT TYPE:
Firm Fixed Price

In accordance with Section J, Attachment 0001, Performance Work Statement, paragraph 4.6.2 and Attachment 0012.

(End of narrative B001)
<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0006</td>
<td>IN-PROGRESS REVIEWS</td>
<td></td>
<td></td>
<td></td>
<td>$ ** NSF **</td>
</tr>
</tbody>
</table>

SERVICE REQUESTED: QUARTERLY IPRS
CLIN CONTRACT TYPE:
  Firm Fixed Price

In accordance with Section J, Attachment 0001, Performance Work Statement, paragraph 4.6.3 and Attachment 0013.

(End of narrative B001)

| 0007   | INVOICE REFERENCE SPREADSHEET         |          |      |            | $ ** NSF ** |

SERVICE REQUESTED: PER TASK ORDER INVOICE
CLIN CONTRACT TYPE:
  Firm Fixed Price

In accordance with Section J, Attachment 0001, Performance Work Statement, paragraph 4.6.4 and Attachment 0014.

(End of narrative B001)

| 0008   | QUALITY CONTROL PLAN                  |          |      |            | $ ** NSF ** |

SERVICE REQUESTED: REPORTING
CLIN CONTRACT TYPE:
  Firm Fixed Price

In accordance with Section J, Attachment 0001, Performance Work Statement, paragraph 4.6.5 and Attachment 0015.

(End of narrative B001)

| 0009   | SAFETY PROGRAM PLAN                   |          |      |            | $ ** NSF ** |

SERVICE REQUESTED: REPORTING
CLIN CONTRACT TYPE:
In accordance with Section J, Attachment 0001, Performance Work Statement, paragraph 4.6.6 and Attachment 0016.

(End of narrative B001)

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0010</td>
<td>OPERATIONS SECURITY (OPSEC) PLAN</td>
<td></td>
<td></td>
<td>$</td>
<td>** NSF **</td>
</tr>
</tbody>
</table>

SERVICE REQUESTED: REPORTING

CLIN CONTRACT TYPE:
Firm Fixed Price

In accordance with Section J, Attachment 0001, Performance Work Statement, paragraph 4.6.7 and Attachment 0017.

(End of narrative B001)
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1 PERFORMANCE WORK STATEMENT

1. The Performance Work Statement and all its applicable documents are listed at Section J, Attachments 0001 through 0010.

2. A list of the Contract Data Requirements Lists (CDRLs - DD Form 1423s) that apply to this contract are listed at Section J, Attachments 0011 through 0017. The Contractor will prepare and deliver the data and information in accordance with the requirements, quantities and schedules set forth by these CDRLs.

3. The Quality Assurance Surveillance Plan (QASP) is listed at Section J, Attachment 0018.

4. The Labor Category Description is listed at Section J, Attachment 0019.

5. The DD254 and all its applicable documents are listed at Section J, Attachments 0020.

6. Sample Task 1 and all its applicable documents are listed at Section J, Attachments 0021 through 0050.

7. Sample Task 2 and all its applicable documents are listed at Section J, Attachments 0051 through 0058.

8. Sample Task 3 and its applicable documents are listed at Section J, Attachments 0059 through 0060. Sample Task 3 uses CDRL TS24 (Attachment 0052), CDRL TS25 (Attachment 0053), CDRL TS27 (Attachment 0055), CDRL TS28 (Attachment 0056) and CDRL TS30 (Attachment 0058) from Sample Task 2.

C-2 POST AWARD ORIENTATION CONFERENCE

Within 30 days after contract award, a Post-Award Orientation Conference will be convened by the Contracting Officer. The conference shall be conducted in accordance with FAR 42.503 procedures.

*** END OF NARRATIVE C0001 ***
SECTION D - PACKAGING AND MARKING

D-1 PACKAGING WAIVERS OR DEVIATIONS

1. Any request for waiver or deviation to a contractually imposed requirement subsequent to award must be evaluated by the cognizant authority for specifying packaging requirements. To effect this, contractors must complete DD Form 1694 and, as a minimum, include the following:

A. Sufficient documentation to permit a prudent evaluation/decision.
B. A statement of the positive and negative impact(s) of approval/disapproval.
C. Expected consideration/benefits for the Government.
D. Required follow-on activity.
E. Frequency of recurrence.

2. Each contract under which nonconforming or modified packaging materials or processes are accepted by waiver or deviation, must be modified to provide an equitable price reduction or other consideration. The following statement will be marked by vendors on all applicable shipping documents (DD Forms 250, etc.):

The packaging materials utilized in this shipment have been accepted as suitable substitutes to the military materials specified in Section D of Contract TBD. These materials have been approved and accepted for use by HQ CECOM LCMC.

3. NOTE: Requests for waiver/deviation will not be approved for the sole purpose of meeting production/delivery schedules or to achieve cost objectives. Packaging Change Recommendations, DD Form 2025, may be submitted by vendors for evaluation through their cognizant Defense Contract Management Command (DCMC) office administering this contract or directly to the Contracting Officer if this contract is not administered by DCMC. Sufficient documentation must be stated/provided to permit a prudent evaluation/decision by the packaging authority for HQ CECOM LCMC.

D-2 CONDITIONS FOR ACCEPTABILITY OF ALTERNATE COMMERCIAL PACKAGING

1. Commercial packaging may be acceptable provided such packaging meets all conditions of the level of protection specified in the Section D clause entitled, 'Standard Practice for Commercial Packaging.' The Contractor must submit a copy of the specifications for the proposed alternate packaging to the Contracting Officer. The submission must include statements that the proposed alternate packaging will meet the requirements as stated below.

2. The alternate commercial packaging must provide the same level of protection against physical and environmental damage as the packaging specified in the Section D-3 entitled Standard Practice for Commercial Packaging.

3. The alternate commercial packaging will be marked to the level it meets. (No less than that required by the Section D-1).

4. Acceptability of alternate commercial packaging is contingent upon:

A. Meeting the requirements of paragraphs a, b and c, above;
B. No increase in size and/or weight;
C. No delay in delivery;
D. Testing in accordance Appendix F of MIL-STD-2073-1C, Standard Practice For Military Packaging, 1 October 1996, and
E. No increase in packaging charges.

5. When the alternate commercial packaging is found to be acceptable by the C-E LCMC Packaging Branch, the following statement will be marked by vendors on all applicable shipping documents (DD Forms 250, etc.):

The packaging materials utilized in this shipment have been accepted as suitable substitutes to the military materials specified in Section D of Contract TBD. These materials have been approved and accepted for use by HQ CECOM LCMC.

D-3 STANDARD PRACTICE FOR COMMERCIAL PACKAGING

Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98. Hardware deliverables shall also be packaged in accordance with ASTM D 3951-98. All packages shall be marked in accordance with MIL-STD-129 (a waiver-free document). Bar Code Markings are required IAW ANSI/AIM-BC1, Uniform Symbology Specification Code 39 and MIL-STD-129. Intermediate packaging is required to facilitate handling and inventory control whenever the size of the unit package is 64 cubic inches or less. Unit packs requiring intermediate packing shall be packed in quantities governed by the following:

1. Maximum of 100 unit packs per intermediate container.
2. Maximum net load of 40 pounds.
3. Maximum size of 1.5 cubic feet with at least two dimensions not exceeding 16 inches

Unless otherwise specified, shipments shall be unitized into a single load that can be handled as a unit throughout the distribution
The supplier is responsible for performing package testing as specified in ASTM D 3951-98. The Government reserves the right to perform any of the tests.

Copies of ASTM D 3951-98 are available from the:

American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19248-2959.

D-4 BAR CODE MARKING


D-5 STANDARD PRACTICE FOR COMMERCIAL PACKAGING (FOR DRAWINGS, SOFTWARE, AND OTHER DATA)

Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98.

Copies of ASTM D 3951-98 are available from the:

American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19248-2959.

D-6 CONFIDENTIAL OR SECRET MATERIEL/DOCUMENTS--METHOD OF TRANSMISSION

1. Materiel will be packed to conceal it properly and to avoid suspicion as to contents, and to reach destination in satisfactory condition. Internal markings or internal packaging will clearly indicate the classification. NO NOTATION TO INDICATE CLASSIFICATION APPEAR ON EXTERNAL MARKINGS (EXTERIOR CONTAINERS). (See Chapter 4 of the Industrial Security Manual for Safeguarding Classified Information (DoD 5220.22M)).

2. Documents will be enclosed in two opaque envelopes or covers. The inner envelope or cover containing the documents being transmitted will be addressed, return addressed, and sealed. The classification of the documents being transmitted will be clearly marked on the front and back of the inner container. The classified documents will be protected from direct contact with the inner cover by a cover sheet or by folding inward. For SECRET documents, a receipt form identifying the addresser, addressee, and documents will be enclosed in the inner envelope. CONFIDENTIAL documents will be covered by a receipt only when the sender deems it necessary. The inner envelope or cover will be enclosed in an opaque outer envelope or cover. The classification markings of the inner envelope should not be detectable. The outer envelope will be addressed, return addressed, and sealed. NO CLASSIFICATION MARKINGS WILL APPEAR ON THE OUTER ENVELOPE OR COVER. (See Chapter 5, Section 4, of the Industrial Security Manual for Safeguarding Classified Information (DoD 5220.22M)).

D-7 PACKAGING AND PACKING OF ELECTRONICS TEST FIXTURES AND MECHANICAL GAGES

Contractor shall prepare electronic test fixtures and/or mechanical gages for return or delivery to the Government in accordance with the packaging requirement set forth in ASTM D 3951-98. All packages shall be marked in accordance with MIL-STD 129, Standard Practice for Military Marking (a waiver–free document). Bar Code Markings are required IAW ANSI/AIM-BC-1, Uniform Symbology Specification Code 39 and MIL-STD-129.

*** END OF NARRATIVE D0001 ***
SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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

<table>
<thead>
<tr>
<th>Regulatory Cite</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-1</td>
<td>52.246-1 CONTRACTOR INSPECTION REQUIREMENTS</td>
<td>APR/1984</td>
</tr>
<tr>
<td>E-2</td>
<td>52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE</td>
<td>AUG/1996</td>
</tr>
<tr>
<td>E-3</td>
<td>52.246-3 INSPECTION OF SUPPLIES--COST-REIMBURSEMENT</td>
<td>MAY/2001</td>
</tr>
<tr>
<td>E-4</td>
<td>52.246-4 INSPECTION OF SERVICES--FIXED-PRICE</td>
<td>AUG/1996</td>
</tr>
<tr>
<td>E-5</td>
<td>52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT</td>
<td>APR/1984</td>
</tr>
<tr>
<td>E-6</td>
<td>52.246-7 INSPECTION OF RESEARCH AND DEVELOPMENT--FIXED PRICE</td>
<td>AUG/1996</td>
</tr>
<tr>
<td>E-7</td>
<td>52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT</td>
<td>MAY/2001</td>
</tr>
<tr>
<td>E-8</td>
<td>52.246-15 CERTIFICATE OF CONFORMANCE</td>
<td>APR/1984</td>
</tr>
<tr>
<td>E-9</td>
<td>52.246-16 RESPONSIBILITY FOR SUPPLIES</td>
<td>APR/1984</td>
</tr>
</tbody>
</table>

E-10 INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be determined for each individual task order. The task order proposal request (TOPR) will identify the inspection and acceptance for the task order.

*** END OF NARRATIVE E0001 ***
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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

<table>
<thead>
<tr>
<th>Regulatory Cite</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>F-1</td>
<td>52.242-15 STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)</td>
<td>APR/1984</td>
</tr>
<tr>
<td>F-2</td>
<td>52.242-17 GOVERNMENT DELAY OF WORK</td>
<td>APR/1984</td>
</tr>
<tr>
<td>F-3</td>
<td>52.247-34 F.O.B. DESTINATION</td>
<td>NOV/1991</td>
</tr>
<tr>
<td>F-4</td>
<td>52.247-55 F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY</td>
<td>JUN/2003</td>
</tr>
<tr>
<td>F-5</td>
<td>252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY</td>
<td>AUG/2012</td>
</tr>
<tr>
<td>F-6</td>
<td>252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION</td>
<td>MAR/2016</td>
</tr>
</tbody>
</table>

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

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

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

"Governments unit acquisition cost" means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.
"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

<table>
<thead>
<tr>
<th>Contract Line, Subline, or Exhibit Line Item Number</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TO BE DETERMINED AT THE TASK ORDER LEVEL</td>
</tr>
</tbody>
</table>

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

<table>
<thead>
<tr>
<th>Contract Line, Subline, or Exhibit Line Item Number</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TO BE DETERMINED AT THE TASK ORDER LEVEL</td>
</tr>
</tbody>
</table>
(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number -5-.

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier; 

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

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

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

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

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

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

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

1. Unique item identifier.
2. Unique item identifier type.
3. Issuing agency code (if concatenated unique item identifier is used).
4. Enterprise identifier (if concatenated unique item identifier is used).
5. Original part number (if there is serialization within the original part number).
6. Lot or batch number (if there is serialization within the lot or batch number).
7. Current part number (optional and only if not the same as the original part number).
8. Current part number effective date (optional and only if current part number is used).
9. Serial number (if concatenated unique item identifier is used).
10. Governments unit acquisition cost.
11. Unit of measure.
12. Type designation of the item as specified in the contract schedule, if any.
13. Whether the item is an item of Special Tooling or Special Test Equipment.
14. Whether the item is covered by a warranty.

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

1. Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
2. Unique item identifier of the embedded subassembly, component, or part.
3. Unique item identifier type.**
4. Issuing agency code (if concatenated unique item identifier is used).**
5. Enterprise identifier (if concatenated unique item identifier is used).**
6. Original part number (if there is serialization within the original part number).**
7. Lot or batch number (if there is serialization within the lot or batch number).**
8. Current part number (optional and only if not the same as the original part number).**
9. Current part number effective date (optional and only if current part number is used).**
10. Serial number (if concatenated unique item identifier is used).**
(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

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

2. Embedded items shall be reported by one of the following methods:
   
   (i) Use of the embedded items capability in WAWF;

   (ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

   (iii) Via WAWF as a deliverable attachment for exhibit line item number -7-, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

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

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

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

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

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

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


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

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

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

1. Document type. The Contractor shall submit payment requests using the following document type(s):

   (i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

   (ii) For fixed price line items--

      (A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

      TO BE DETERMINED AT THE TASK ORDER LEVEL

      (B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

      TO BE DETERMINED AT THE TASK ORDER LEVEL

   (iii) For customary progress payments based on costs incurred, submit a progress payment request.

   (iv) For performance based payments, submit a performance based payment request.

   (v) For commercial item financing, submit a commercial item financing request.

   (2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

   [Note: The Contractor may use a WAWF "combo" document type to create some Combinations of invoice and receiving report in one step.]

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

Routing Data Table*

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

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

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

TO BE DETERMINED AT THE TASK ORDER LEVEL

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

G-2 CONTRACT ADMINISTRATION

1. Offeror's office which will receive payment, supervise and administer the resulting contract (Insert complete address, phone and facsimile numbers, and eMail address)

Contractor Administration:

________________________________
________________________________
________________________________

Duns #: ____________________________
Administrator: ______________________
Telephone #: ________________________
Facsimile #: ________________________
Email address: ______________________

Contractor Payment:

See FAR 52.232-33 for required use of Electronic Funds Transfer Payments.

2. Government Administration of this contract will be performed by:

Army Contracting Command
Aberdeen Proving Grounds (ACC - APG)
2133 Cushing Street
G-3 CONTRACT AUTHORITY

1. **Contracting Officer's Authority:** The Contracting Officer is the only person authorized to direct changes in any of the requirements under this contract, and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and solely at the risk of the Contractor.

2. **Contractor's Authority.**

   A. The Contractor shall not accept any instructions issued by any person employed by the U.S. Government or otherwise, other than the Contracting Officer, or the Contracting Officer's Representative (COR) acting within the limits of their authority.

   B. The Contractor shall not in any way represent that he is a part of the United States Government or that he has the authority to contract or procure supplies for the account of the United States of America.

G-4 CONTRACT MANAGEMENT

1. Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of the contract.

2. **Contracting Officer.** All contract administration will be performed by the Contracting Officer at the address shown in section G-2 CONTRACT ADMINISTRATION. All communications pertaining to contractual administrative matters will be addressed to the Contracting Officer.

3. **Contracting Officer's Representative (COR).** The Contracting Officer will appoint a COR from the requiring activity for each task order. The COR does not have the authority to award, agree to, or sign any contract, task order, or modification or in any way to obligate the payment of money by the Government. The COR does not have the authority to take any action that may affect contract or task order schedules, funds, or scope. All contractual agreements, commitments, or modifications that involve price, quantity, quality, schedules or other terms and conditions of the contract or task order shall be made by the KO only. The COR will provide oversight to the KO of the Contractor performance and assist in contract administration subject to the limitations outlined in the COR appointment letter. A COR appointment letter will be issued to the COR with a copy provided to the Contractor stating the responsibilities and limitations of the COR.

4. **Technical Monitor (TM).** The KO will appoint a TM from the requiring activity for each task order. The TM does not have the authority to award, agree to, or sign any contract, task order, or modification or in any way to obligate the payment of money by the Government. The TM does not have the authority to take any action that may affect contract or task order schedules, funds, or scope. All contractual agreements, commitments, or modifications that involve price, quantity, quality, schedules or other terms and conditions of the contract or task order shall be made by the KO only. The TM will represent the KO in all technical aspects of the work and will act in a liaison capacity to coordinate activities between the Contractor and the Government as required in performance of the task order. A TM appointment letter will be issued to the TM with a copy provided to the Contractor stating the responsibilities and limitations of the TM.

G-5 Special Invoicing Instructions

All contract invoices and applicable backup documentation shall be sent to the COR and KO via email for review and acceptance before it is entered into Wide Area Workflow (WAWF) for payment. The COR has five working days to accept or reject All contract invoices and applicable backup documentation by email. The COR may request additional time for review by email. If additional time is not requested or the COR does not respond to the Contractor with rejection or acceptance after the five working days the Contractor is authorized to enter their invoice into WAWF.

G-6 Contractor Performance Assessment Reporting System (CPARS)

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

Assessing official: Contracting Officer (KO)
Assessing official representative: Contracting Officer's Representative (COR) Contractor representative: Designated Contractor representative

Training for all persons responsible for the preparation and review of performance assessments is available online at http://www.cpars.csd.disa.mil/allapps/cpartrng/webtrain/webtrainall.htm .

G-7 Quality Assurance Surveillance Plan (QASP)

The Performance Requirements Summary located in the Performance Work Statement (PWS) and a Quality Assurance Surveillance Plan (QASP) will be incorporated in each task order.

G-8 CONTRACTOR'S PROPOSAL.

The Contractor's Proposal, or portions thereof, may be incorporated into the contract.

*** END OF NARRATIVE G0001 ***
SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 ORDERING PROCEDURES

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

1. Services to be provided under this contract shall be ordered by issuance of firm fixed price (FFP) or Cost Plus Fixed Fee Task Orders. In accordance with FAR 16.505(b), the Contracting Officer reserves to right to tailor procedures to each task order and shall state the procedures in the task order proposal request (TOPR).

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

3. Performance under Task Orders shall commence only after receipt of an executed Task Order sent via facsimile, mail, e-mail, or by verbal direction from the KO. If verbal direction is given, written confirmation will be provided within five working days of the verbal order. The Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed Task Orders.

4. Contractor may choose whether or not to submit proposals in response to TOPRs at their discretion. If a TEIS IV Contractor intends to not bid on a RFP letter, they must notify the cognizant KO of their intent within 48 hours of the Government's release of the TOPR.

5. The TOPR will include, among other things, a Performance Work Statement (or Statement of Work, or Statement of Objectives) that will specify requirements in terms of performance objectives. Contractor shall propose in accordance with the TOPR issued for each task order.

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

7. The Contractor is responsible for all bid and proposal costs incurred in performance of the contract.

8. The Army Contracting Command - Aberdeen Proving Ground Ombudsman will be identified at the base contract level.

H-2 ON-RAMPS AND OFF-RAMPS

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

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

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

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

   A. Notice of an on-ramp solicitation and the on-ramp procedures will be publicized on the FedBizOpps website;

   B. The solicitation may identify the total approximate number of new contract awards the Government intends to make, however the actual number of awards may depend on the number of quality proposals received;

   C. The basis for award under the solicitation will be substantially the same as the original solicitation;

   D. The terms and conditions of any contracts resulting from the solicitation will be materially identical to the current
version of the existing contracts under the TEIS IV multiple award IDIQ vehicle;

E. The ordering period of any new contracts resulting from the solicitation will be coterminal with the ordering period of the existing contracts under the TEIS IV multiple award IDIQ vehicle;

F. If awarded a contract resulting from the solicitation, any new Contractor will be eligible to submit a proposal in response to a TOPR with the same rights and obligations as any other Contractor on the TEIS IV multiple award IDIQ vehicle; and

G. The award of any new contracts will not increase the existing overall ceiling amount of the TEIS IV multiple award IDIQ vehicle.

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

6. Any Contractor that has not submitted an acceptable proposal for a task order in 12 months, has had any Contractor-induced cost overruns, has any Unsatisfactory performance ratings in CPARS for the TEIS IV contract or task orders under the contract, or has not met small business participation commitments, as proposed, in Section J, Attachment Att0065 and their reporting requirements in CDRL A001 for the TEIS IV contract may be off-ramped.

7. The Government may off-ramp a Contractor in accordance with the following:

A. The KO will effect a no-cost settlement instead of issuing a termination notice if applicable;

B. The KO will implement a termination for convenience in accordance with FAR clause 52.249-2, 52.249-4, 52.249-6, or 52.249-8 as applicable;

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

H-3 ESTIMATED TIME TO COMPLETE

1. Subject to the requirements of 'Incremental Funding' provision and the 'Limitation of Funds' and the 'Allowable Cost, and Payment' clauses of this contract, the following is incorporated herein:

2. It is estimated that [To Be Determined at task order award] months (commencing approximately [To Be Determined at task order award] and ending approximately [To Be Determined at task order award]) will be required by the Contractor to complete the work called for in the Schedule (Sections A thru H) hereof. The funds allocated hereunder and set forth in the Schedule cover the estimated funding required for a period of [To Be Determined at task order award] months, up to and including [To Be Determined at task order award]. Succeeding funding to cover the total cost/performance of this contract will be in increments of 12 months or less for each fiscal year, as required.

H-4 ESTIMATED COST, FIXED FEE, SUM ALLOCATED

1. Estimated Cost: The estimated cost of the Contractor's performance hereunder, exclusive of the fixed fee, is $ [To Be Determined at task order award] which amount is based upon data on file in the office of the KO. This sum may be increased from time to time by the Government solely at its discretion. Upon the making of any such increase, the KO shall notify the Contractor in writing thereof.

2. Fixed Fee: In addition to the estimated cost, the Government shall pay the Contractor a fixed fee of $[To Be Determined at task order award] for the performance of this contract. Subject to the withholding provided for in the clause of this contract entitled 'Fixed Fee', and unless the KO determines that the Contractor's performance is unsatisfactory, this fixed fee may be paid, as it accrues in monthly installments in amounts which, when added to all previous payments on account of the fixed fee, bear the same proportion to the total fixed fee as the sum of the payments made and due on account of all allowable cost bear to the total estimated cost, or where appropriate, such payments of fixed fee will be based upon the percentage of completion of the work as determined from estimate made or approved by the KO.

3. Sum Allocated: There has been allotted for this contract, inclusive of the fixed fee, the total sum of $[To Be Determined at task order award]. Being $ [To Be Determined at task order award] on account of allowable cost and $ [To Be Determined at task order award] on account of fixed fee.
1. In accordance with Army Regulation (AR) 25-1, when procuring commercial off the shelf (COTS) software, desktops, notebook computers, video teleconferencing or other commercial IT equipment (e.g. routers, servers, printers) Contractors shall use the CHESS contract vehicle at https://chess.army.mil. Contractors shall indicate CHESS items and use catalog prices in task order proposals. Contractors shall be authorized upon award to order through CHESS contract vehicles.

2. A waiver is required for purchase of products from another source. In the event that the required hardware and related software is not available through an Army CHESS contract, Contractors shall be authorized to obtain the hardware through an alternate source after receiving all appropriate waivers.

H-6 FEE

The maximum fee rates [TO BE DETERMINED AT CONTRACT AWARD] apply to any and all cost plus fixed fee task orders and/or contract line item numbers (CLINs). The maximum fee rate for the optional ordering period also applies to any task orders that may extend beyond the optional ordering period. Contractors shall not propose fees for cost plus fixed fee task orders or CLINs that exceed the maximum fee rate.

H-7 CONTRACTOR POINT OF CONTACT (POC) REQUIREMENT

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

H-8 PERSONNEL CHANGES

1. The Contractor shall advise the Government in advance of any necessity to reassign or replace personnel holding key positions during the performance of this contract. Any personnel, proposed as substitutes or replacements for personnel originally proposed, who become unavailable during the period of the contract, shall possess equal or greater qualifications. If the requested personnel for substitution or replacement do not have equal or greater qualifications, a waiver should be submitted to the KO for review. In this case, the rates for the substituted personnel may be subject to downward negotiation and/or consideration.

2. The Government maintains the right to require removal of Contractor personnel for cause.

3. Contractor shall replace, at no cost to the Government, any personnel, trained at Government expense, who leave the contract for other than Government convenience within the period of performance of the task order or subsequent task orders upon which the personnel begin to perform, and for which the training is also required for performance. Personnel so replaced shall be comparably trained at the Contractor’s expense.

H-9 CONTRACTOR PERSONNEL ADMINISTRATION

The Contractor shall ensure Contractor personnel under this contract are not placed in a position:

1. Where they are appointed or employed by Government personnel or under the supervision, or direction of Government personnel or evaluation of Government personnel military or civilian;

2. Of staff or policy-making for the Government;

3. Of command, supervision, administration, or control over U.S. Government military or civilian personnel or of other Contractors, or become a part of the Government organization;

4. Involving administration or supervision of military procurement activities; or

5. To establish requisitioning objectives, stockage lists, or direct supply channels to a manufacturer or others to circumvent established Department of the Army supply channels. The services performed under this contract do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor employees shall act and exercise personal judgment and discretion on behalf of the Contractor.
H-10 CONTRACTOR REQUEST AND GOVERNMENT APPROVAL OF TRAVEL

1. Any travel under each individual Task Order must be specifically requested by the Contractor and approved by the COR prior to any travel costs being incurred. All requests and approvals shall be written, by mutual concurrence between the COR and the Contractor, there may be verbal requests but only the KO can give a verbal approval. Verbal requests and approvals shall be confirmed in writing within 24 hours.

The request shall include as a minimum, the following:

A. Task Order number

B. Date, time, and place of proposed travel

C. Purpose of travel and how it relates to the task order

D. Contractor's estimated cost of travel and intended method of travel

E. Name(s) and title of individual(s) traveling and;

F. A breakdown of estimated travel expenses and per diem charges.

2. General:

A. The costs for travel, subsistence, and lodging shall be reimbursed to the Contractor only to the extent that it is necessary and authorized prior to travel for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be incurred in the performance of task orders and shall be invoiced on an actual cost basis.

B. The Contractor shall utilize the most economical airfare available and costs shall be limited to the rates specified in Volume II of the Joint Travel Regulation in effect at the time the travel is actually performed and in accordance with FAR 31.205-46, which is incorporated by reference into this contract. Using Government funds to pay for premium travel (including first and business class) is not allowable unless specifically authorized. Exceptions for the use of premium travel shall be approved in writing by the KO prior to travel.

C. As specified in FAR 31.205-46(a)(2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs 1 through 3 below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

   (i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

   (ii) Joint Travel Regulation, 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; or

   (iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State

D. The Contractor shall submit receipts over $75.00 for all travel and per diem expenses with its invoice.

E. Contractor personnel may require theater clearance for some OCONUS locations. Contractor personnel are responsible for preparing and/or obtaining all documentation required for OCONUS locations, including but not limited to, Technical Expert Status Accreditation (TESA) and visas. Travel to OCONUS locations shall be in accordance with the applicable laws, regulations, and policies, including but not limited to, TESA requirements and Status of Forces Agreement (SOFA) policies. Contractors are required to register all OCONUS travelers in the Synchronized Deployment and Operational Tracker (SPOT) system as the single source to track all deployed Contractor personnel supporting DoD military operations worldwide. Upon approval and signature by the KO a letter of authorization (LOA) will be generated.

F. In the event the Contractors must pay additional compensation to their employees for hardship, post differential and hazardous duty, the Department of State Standardized Regulations (DSSR) shall be followed. DSSR can be found at http://aoprals.state.gov. Any costs related to hardship, post differential and hazardous duty will be considered on a case-by-case basis and negotiated on Task Order level.

H-11 COMPLIANCE WITH LAWS AND REGULATIONS
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 Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

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. 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.

Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space 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.

Contractor employees performing in 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 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.

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 within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

Contractors shall immediately notify military law enforcement and the KO 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 senior U.S. commander in the country.

N-12 CONTRACTOR HEALTH AND SAFETY

1. The Contractor is responsible for the safety and occupational health of its workforce. The Contractor also must prevent exposing Government personnel, facilities, equipment, and the general public from exposure to health and safety hazards arising from Contractors performance under this Contract.

2. Contractors shall identify and evaluate system safety and health hazards, define risk levels, and establish a program that manages the probability and severity of all hazards associated with the performance of the requirements of a task order. All inherent safety and health hazards shall be identified, evaluated and either eliminated or controlled to ensure minimum risk to the environment and personnel. The Contractor shall comply with the Occupational Safety and Health Act (OSHA) and all federal, state, and local safety laws and regulations and standards as applicable in effect at all work sites. The Contractor shall participate in the Government’s safety program and Government job hazard analysis/risk assessments. Compliance with provisions pertaining to safety of site facilities and equipment is mandatory.

3. During the performance of tasks requiring protective equipment and clothing, Contractor employees shall wear safety items required by OSHA and as specified in the applicable regulations. The Contractor shall be responsible for providing personal protective equipment, clothing and training to its employees.

4. Contractor employees, and all associated Subcontractor employees with an area of performance within a Government-controlled installation, facility or area, shall attend Government-provided Area of Responsibility (AOR) specific safety training. Specific AOR training content is directed by the Commander, with the COR being the local point of contact.

5. The Contractor shall establish and implement a comprehensive safety program plan for use by Contractor and subcontractor employees. This plan shall incorporate appropriate elements of OSHA, other Federal agency, state and local regulations and standards as applicable. The plan shall include an accident prevention plan to identify and assess hazards through risk assessments.

6. The Government reserves the right to conduct unannounced safety inspections at any time.

7. The TM may require the Contractor to cease operations associated with the performance of this contract for safety violation reasons. The Contractor shall correct any safety violations, caused by a Contractor employee during non-duty hours, at no additional
cost to the Government.

8. The Contractor shall ensure all employees receive the safety training required by all federal, state and local laws and policies. The Contractor shall maintain the safety training records and make them available to the COR and KO upon request for the duration of the contract.

H-13 HOURS OF WORK

1. Work within the continental limits of the United States and its possessions shall not normally exceed eight hours per day or forty hours per normal workweek. Work hours outside of the continental limits of the United States and its possessions (OCONUS) shall correspond to hours worked by comparable Government personnel, provided a maximum of forty hours per workweek is not exceeded.

2. The Contractor work week is forty hours. The Contractor will obtain written approval from the KO prior to incurring any hours in excess of the Contractor work week in accordance with task order hours. Any services that extend beyond the forty hours in a given calendar week will be billed in accordance with FAR 52.237-10.

3. Contractor personnel performing at a Government site shall observe federal holidays and other days identified in this section unless otherwise indicated in a task order. The Government observes the following days as holidays:

   NEW YEAR'S DAY
   MARTIN LUTHER KING JR DAY
   PRESIDENTS DAY
   MEMORIAL DAY
   INDEPENDENCE DAY
   LABOR DAY
   COLOMBUS DAY
   VETERAN'S DAY
   THANKSGIVING DAY
   CHRISTMAS DAY

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

H-14 GOVERNMENT SITE CLOSURES

1. From time to time, an installation Commander may decide to close all or part of the installation in response to an unforeseen emergencies. Such emergencies may include, but are not limited to, adverse weather such as snow or flood, a natural disaster such as tornado or earthquake, or a site disaster such as a gas leak or fire. Contractor personnel are non-essential personnel for purposes of any instructions regarding such emergencies.

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

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

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

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

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

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

   D. The Government may, at its discretion, permit the Contractor personnel to perform at an off-site location during the period of the Government site closure, if meaningful work can be accomplished. The Contractor shall certify to the Government in writing within five (5) business days of returning to the Government site the nature and scope of the work completed off-site. If applicable, the Contractor shall be permitted to bill the Government at the labor rates identified in the task order.
5. The parties will mutually agree to the appropriate course of action for completion of interrupted work.

H-15 DENIAL OF ENTRY

The Government reserves the right to terminate the entry of any Contractor employee upon disclosure of information which indicates the individual's continued entry to the installation is not in the best interest of national security. Additionally, the violation of or deviation from the established security procedures by Contractor employees may result in the confiscation of identification media and the denial of future entry to the installation.

H-16 PERSONNEL ACCOUNTABILITY DURING EMERGENCIES

Contractors, and all associated sub-contractors, through their Primes, shall provide the COR with an accountability report for all personnel during emergencies. An emergency includes, but is not limited to, terrorist attacks, natural disasters, and other declared emergencies. This report shall include the Contractor name, contract/task order number, geographic location, impact of emergency, welfare of Contractor personnel, and other additional emergency-specific information that may be requested for personnel actively supporting USAISEC. This information shall be reported to the COR by 1200hrs MST on a daily basis until the emergency subsides.

H-17 Security Requirements

1. **Access to Government Systems:** In accordance with DoD Directive Number 7045.14, dated 21 November 2003, Contractors are not allowed access to any DoD system without explicit authorization of a relevant Government official, and that is based on a need-to-know basis only. Individuals shall have the appropriate clearance for access to a particular system.

2. **DD Form 254 (DD254):** The DD254 and/or additional specific security requirements shall be defined in each individual task order as applicable.

H-18 CONTRACTOR USE OF GOVERNMENT EQUIPMENT

The Contractor is reminded that, in addition to the "Government Property" clause(s) included in this contract, there are substantial restrictions on the use of Government equipment. Any equipment so provided shall only be used for contract performance-related purposes. For example, information resources (computers, telephones, facsimile machines, etc.) shall not be used for activities such as accessing pornographic materials/websites, personal business, playing games, or "surfing" the internet. Prior to beginning performance under this contract, the Contractor shall instruct each employee on the proper use of Government equipment. As each new employee is hired, they shall also be briefed before performing work under this contract. Each employee should also be informed that use of Government information resources constitutes consent to monitoring/search. A copy of the content of the briefing shall be submitted to the KO 30 days after contract award. A record of who was briefed, and when, shall be kept in a file that shall be made available to the KO or Contracting Officer's Representative upon request.

H-19 SERVICE CONTRACT ACT (SCA) COMPLIANCE REQUIREMENT

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

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

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

H-20 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (eCMRA)

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

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

H-21 ORGANIZATION CONFLICT OF INTEREST (OCI)

1. Review of this requirement, relative to FAR Subpart 9.5, "Organizational and Consultant Conflicts of Interest," has determined that potentially significant organizational conflicts of interest may arise due to the nature of the work the Contractor will perform under this contract that may preclude the Contractor from being awarded future ACC-APG Acquisition Center Contracts in a related area. Whereas the Contractor has agreed to undertake this contract to provide TEIS IV services, it is agreed that the Contractor shall be ineligible to act as a Prime Contractor, consultant, or subcontractor to any Prime Contractor or subcontractor at any tier who is to supply the services, system or major components thereof for any project where the Contractor has provided or is providing support as described in FAR 9.505-1 through 9.505-4.

2. The KO may make a determination to allow a Contractor to participate in an acquisition subject to the submission of an acceptable mitigation plan in accordance with paragraphs A and B below. This determination may not be appealed.

A. If the KO requests, and the Contractor submits an organizational conflict of interest mitigation plan that, after Government review is acceptable to the Government, the Contractor's parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a subcontractor or consultant on future ACC-APG Acquisition Center contracts. The Government’s determination regarding the adequacy of the mitigation plan or the possibility of mitigation are unilateral decisions made solely at the discretion of the Government and are not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

B. Any mitigation plan shall include, at a minimum, non-disclosure agreements to be executed by the Contractor and the Contractors employees supporting the Government per paragraph 2 above. Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); and data security measures.

3. The restrictions outlined in paragraph 1 shall apply to [To Be Determined at task order award]. This clause shall remain in effect for one year after completion of this contract.

4. The Contractor shall apply this clause to any subcontractors or consultants, who have access to information, participate in the development of data, or participate in any other activity related to this contract which is subject to terms of this clause at the Prime Contractor level, unless the Contractor includes an acceptable alternate subcontractor provision in its mitigation plan. For subcontractors or consultants under this contract, if an organizational conflict of interest mitigation plan is submitted and acceptable to the Government, the subcontractor's parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a Prime, subcontractor, or consultant on future ACC-APG Acquisition Center contracts.

5. The Contractor's employees shall be trained and informed of Subpart 9.5 of the FAR and this contract provision, and shall execute a Contractor-Employee Personal Financial Interest/Protection of Sensitive Information Agreement as appropriate.

6. The Contractor agrees that it will use all reasonable diligence in protecting proprietary data received by it. The Contractor further agrees it will not willfully disclose proprietary data to unauthorized parties without the prior permission of the Government, and that proprietary data shall not be duplicated, used or disclosed, in whole or part, for any purpose other than to accomplish the contracted effort. This restriction does not limit the Contractors right to use, duplicate or disclose such information if such information was lawfully obtained by the Contractor from other sources.

7. The Contractor agrees to enter into written agreements with all companies whose proprietary data it shall have access to and protect such data from unauthorized use or disclosure as long as it remains proprietary. The Contractor shall furnish to the KO copies of these written agreements. The Contractor agrees to protect the proprietary data and rights of other organizations disclosed to the Contractor during performance of this contract with the same caution that a reasonably prudent Contractor would use to safeguard highly valuable property. The Contractor agrees to refrain from using proprietary information for any purpose other than that for which it was furnished.

8. The Contractor shall not distribute reports, data or information of any nature arising from its performance under this contract, except as provided by this contract or as may be directed by the KO.

9. Government Representatives shall have access to the Contractor's premises and the right to inspect all pertinent books and records in order to insure that the Contractor is in compliance with FAR 9.5.

10. The Contractor agrees that if after award it discovers a potential organizational conflict of interest, a prompt and full
disclosure shall be made in writing to the KO. This disclosure shall include a description of the actions the Contractor has taken or proposes to take, to avoid or mitigate such conflicts.

11. The Government may waive application of this clause when the Government determines that it is in its best interest to do so.

H-22 INSURANCE

The following types of insurance are required in accordance with the clause entitled "Insurance - Work on a Government Installation," Section I, FAR 52.228-5, and shall be maintained in the minimum amounts shown below:

1. Workmen's Compensation and Employer's Liability Insurance: Minimum amount of: $100,000. (Note: The states of California, New Jersey, New York, and Rhode Island have imposed upon employers the obligation to afford benefits for non-occupational disability as well as for disability in the course of and arising out of employment. Employers may, under State law, be given the option of insuring with companies, or underwriters, or of self-insuring this obligation.)

2. Comprehensive Automobile Insurance: $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage.

3. Comprehensive General Liability $500,000 per occurrence.

4. Prior to commencement of work hereunder, the Contractor shall furnish to the KO, a certificate or written statement of the above required insurance. The policies evidencing the required insurance shall contain an endorsement to the effect that any cancellation or any material change in the policy adversely affecting the interests of the Government in such insurance shall not be effective for such periods as may be prescribed by the laws of the state in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the KO.

5. The Contractor agrees to insert the substance of this clause in all subcontracts hereunder.

H-23 LIABILITY FOR LOSS OR DAMAGE

The Contractor shall indemnify and save harmless the Government, its officers, agents and employees against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property, other than the property furnished by the Government for use of the Contractor, if any, resulting from the performance of the services contracted for herein. The Contractor shall submit, to the KO, within twenty-four (24) hours following the occurrence of such damage or loss a fully detailed written report of the incident.

H-24 DISCLOSURE OF INFORMATION

1. Performance under this contract may require the Contractor to access data and information proprietary to a Government agency, another Government Contractor, or of such nature that its dissemination or use other than as specified in this contract would be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel, shall divulge nor release data or information developed or obtained under performance of the contract except to authorized Government personnel or upon written approval of the KO. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as specified in the contract.

2. To the extent the Contractor receives or is given access to proprietary data, data protected by the Privacy Act of 1974, or other classified or privileged technical, business or financial information under this PWS, the Contractor shall treat and protect Privacy Act information in accordance with any restrictions imposed on such data. Such information and materials will be protected, as a minimum, in accordance with AR 25-55. Access includes the functions of record management, data handling, storage, electronic transmission and physical distribution.

3. As required by the KO or designee, the Contractor shall agree to enter into a written agreement with any firm whose proprietary data is used in conjunction with performance of this PWS. The Contractor shall furnish the KO with executed copies of such agreements, and shall not use any proprietary information for any purpose other than which it was provided.

4. Neither the Contractor nor the Contractor's employees shall disclose, or cause to be disseminated, any information concerning the operations of the activity that could result in, or increase the likelihood of, the possibility of a breach of the activity's security or interrupt the continuity of its operation.

5. All inquiries received by the Contractor for information concerning work performed under this contract shall be referred to the Government for evaluation. The determination of whether records will be released will remain with the Government. The Contractor shall assist the COR in compiling information or records for submission upon request by the Government.
6. The Contractor shall not release any information (including photographs, files, public announcements, statements, denials or confirmations) on any part of the subject matter of this contract or any phase of any program there under without the prior written approval of the COR. All documentation showing individuals names or other personal information shall be controlled and protected.

7. The Contractor shall use any data furnished by the Government only for performance under this PWS, and shall return copies of such data to the Government upon completion of this effort.

8. Data pertaining to other contracts/services may reside on IT systems utilized or accessed by other Government organizations where Contractor personnel may be performing. Contractor personnel shall in no way divulge this information or use this information for their gain. The Contractor shall notify the KO of any potential conflicts of interest.

9. All Contractor personnel shall sign non-disclosure agreements to protect all Government information to which they have access both during and after contract performance is completed. The non-disclosure agreements will provide that the Contractor's employees will not disclose the information at any time.

H-25 JOINT ETHICS REGULATION.

The Contractor acknowledges that Government personnel are required to comply with all provisions of DoD Regulation 5500.7-R, Joint Ethics Regulation (JER). This regulation restricts Government employees from engaging in a number of activities that create an appearance of impropriety or otherwise violate the law, including certain activities involving interaction with Contractors and their employees. The Contractor hereby agrees to use its best efforts to prevent its employees from taking any action which could be construed as soliciting, encouraging, assisting, aiding, or abetting any Government employee to violate any provision of the JER. The Contractor further agrees to provide a copy of the JER to all of its employees assigned to work under this contract in any Government owned or leased facility. It is available at no cost at http://www.defenselink.mil/dodgc/defense_ethics/index.html

H-26 INCORPORATION OF SMALL BUSINESS SUBCONTRACTING PLAN (FOR LARGE BUSINESSES ONLY) AND REPORTING REQUIREMENTS.

The [insert Contractor name] small business subcontracting plan, dated [insert date], submitted in accordance with FAR 52.219-9, Alternate II, is hereby approved and incorporated herein. Reporting is required in accordance with FAR 52.219-9, Alternate II.

H-27 INCORPORATION OF SMALL BUSINESS PARTICIPATION COMMITMENT DOCUMENT (SBPCD) (FOR ALL BUSINESSES) AND REPORTING REQUIREMENTS.

The [insert Contractor name] small business participation commitment document, dated [insert date], submitted in accordance with Section L-20.5, VOLUME 5 - SMALL BUSINESS PARTICIPATION FACTOR, and Section J, Attachment 0065, Small Business Participation Commitment Document Template, is hereby approved and incorporated herein. Reporting is required in accordance with CDRL A003, In-Progress Review, Attachment 0013.

H-28 SEXUAL HARASSMENT/ASSAULT RESPONSE AND PREVENTION (SHARP)

1. Sexual Assault and Sexual Harassment Policy. The Contractor shall ensure all employees comply with the Sexual Harassment/Assault Response and Prevention (SHARP) criteria outlined in Section 2 below.

A. SHARP Compliance: The Contractor shall certify that all employees performing work under this contract have been fully trained per the requirements in Section 2 below. If an employee is not proficient in English, SHARP training must be given in the employees native language. The COR shall be provided with the following information at a minimum: a copy of the Contractors SHARP policy, training materials, employee's name, civil identification number and date trained, including language of training. Proof of SHARP training compliance is due within 15 days after initial contract award and within 48 hours after arrival of new personnel on site. This training shall be documented in CDRL A001.

B. The Contractor shall conduct training of all employees annually to prevent sexual assault and sexual harassment. This training must, at a minimum, ensure that all the Contractor employees understand the definitions and information outlined in Section 2 below.

C. Compliance with required SHARP training for each employee shall be reported to the Contracting Officer Representative prior to the employee being allowed access to the worksite. The Contractors SHARP policy must comply with the Department of Defense (DoD) SHARP policy.

D. The DoD has adopted a policy to prevent sexual assault and sexual harassment. This SHARP policy mandates that Contractors and Contractor employees shall not
E. The Contractor shall enforce standards for discipline, appearance, conduct, and courtesy in accordance with the published DoD Standards of Conduct.

2. Sexual Assault and Sexual Harassment Training Criteria

A. Definitions.

(i) "Sexual Assault" means - A crime defined as intentional sexual contact, characterized by use of force, physical threat or abuse of authority or when the victim does not or cannot consent. Sexual assault includes rape, nonconsensual sodomy (oral or anal sex), indecent assault (unwanted, in appropriate sexual contact or fondling), or attempts to commit these acts. Sexual assault can occur without regard to gender or spousal relationship or age of victim.

(ii) Consent will not be deemed or construed to mean the failure by the victim to offer physical resistance. Consent is not given when a person uses force, threat of force, or when the victim is asleep, incapacitated, or unconscious.

(iii) Sexual Harassment is a form of sex discrimination that involves unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

   a. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's job, pay, or career, or
   
   b. Submission to or rejection of such conduct by a person is used as a basis for career or employment decisions affecting that person, or
   
   c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment. This definition emphasizes that workplace conduct, to be actionable as "abusive work environment" harassment, need not result in concrete psychological harm to the victim, but rather need only be so severe or pervasive that a reasonable person would perceive, and the victim does perceive, the work environment as hostile or offensive. Any person in a supervisory or command position who uses or condones any form of sexual behavior to control, influence, or affect the career, pay, or job of an employee is engaging in sexual harassment. Similarly, any employee who makes deliberate or repeated unwelcome verbal comments, gestures, or physical contact of a sexual nature in the workplace is also engaging in sexual harassment.

B. Categories of sexual harassment are:

(i) Verbal - Examples include telling sexual jokes; using sexually explicit profanity, threats, sexually oriented cadences, or sexual comments; whistling in a sexually suggestive manner; and describing certain attributes of one's physical appearance in a sexual manner.

(ii) Nonverbal - Examples include staring at someone, blowing kisses, winking, or licking one's lips in a suggestive manner. The term may also include printed material (for example, displaying sexually oriented pictures or cartoons); using sexually oriented screen savers on one's computer; or sending sexually oriented notes, letters, faxes or email.

(iii) Physical Contact - Examples include touching, patting, pinching, bumping, grabbing, cornering, or blocking a passageway; kissing; and providing unsolicited back or neck rubs.

C. Contractor Policy.

Contractor policy shall comply with the policy adopted by the DoD to prevent sexual assault and sexual harassment. The DoD policy includes the following provisions:

Contractors and Contractor employees shall not

(i) Commit acts of sexual assault against any person on any camp, post, installation, or other United States enclave; or

(ii) Sexually harass any person on any camp, post, installation, or other United States enclave.

D. Contractor Requirements.

(i) Written Sexual Assault/Sexual Harassment Policy
a. The Contractor shall have a written sexual assault/sexual harassment policy published to all employees that addresses, at a minimum, the following:

(1) the definitions of sexual assault and sexual harassment as defined above in paragraph 1;
(2) a description of sexual harassment;
(3) the company's internal complaint process and the company's internal process for adjudication;
(4) the available channels through which an employee can report a sexual assault; and
(5) protection against retaliation, coercion, and reprisal.

b. The policy shall address that victims of sexual assault shall be protected, treated with dignity and respect, and shall receive timely access to comprehensive healthcare (medical and mental health) treatment, including emergency care treatment and services. Emergency care consists of emergency healthcare and the offer of a Sexual Assault Forensic Examination (SAFE) consistent with the Department of Justice protocol. The victim shall be advised that even if a SAFE is declined, the victim is encouraged (but not mandated) to seek medical care. Contractor employees are only eligible to file an Unrestricted Report. Contractor employees will also be offered LIMITED Sexual Assault Prevention and Response or SAPR services, meaning the assistance of a Sexual Assault Response Coordinator (SARC) and a SAPR Victim Advocate (VA) while undergoing emergency care OCONUS. These limited emergency medical services (at a Military Treatment Facility) and SAPR services shall be provided at no cost by the US Government to all DoD Contractor personnel. Limited medical services are: a SAFE exam and consultation regarding further care in accordance with DoDI 6495.02.

c. The Contractor shall designate an employee credentialed as a Victim Advocate as the company POC (for more information regarding credentialing as a Victim Advocate visit the National Advocate Credentialing Program (NACP): https://www.thenacp.org ).

d. The Contractor shall provide a Sexual Assault/Sexual Harassment and Awareness Training Plan that includes a schedule for all training. The Plan shall identify the methods of training (e.g. classroom, on-line, etc.), as well as intervals (e.g. quarterly) for refresher training, as applicable. The plan shall address (but not be limited to) such things as: procedures for training each employee, training record retention, method/mode of instruction, instructor accreditation, on-line/web-based resources/training aids. The Contractors Training shall address, at a minimum, the following:

(1) Define what constitutes sexual assault and sexual harassment. Explain that sexual assault is a crime.
(2) Define the meaning of consent as defined in DoDD 6495.01 (Sexual Assault Prevention and Response Program, SAPR).
(3) Address individual accountability and the potential for UCMJ violations.
(4) Explain victims rights under the UCMJ (to include consideration of the victim's preference whether the office should be prosecuted by court-martial or in a civilian court).
(5) Explain the distinction between sexual harassment and sexual assault and that both are unacceptable forms of behavior even though they may have different penalties. Emphasis the distinction between civil and criminal actions.
(6) Explain Unrestricted Reporting.
(7) Provide an awareness of the SAFR program, as well as the roles and responsibilities of company managers including all available resources for victims.

E. Notification.

(i) The Contractor shall notify its employees of the following:

a. The DoD policy regarding Sexual Assault/Sexual Harassment; and

b. The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment.

(ii) The Contractor shall take appropriate action, up to and including termination, against employees or Subcontractors that violate the policy in paragraph C above.

(iii) The Contractor shall inform the Contracting Officer immediately if the following:

a. Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, Subcontractor, or Subcontractor employee has engaged in conduct that violates this policy; and

b. Any actions taken against Contractor employees, Subcontractors, or Subcontractor employees pursuant to this policy.
F. Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs C, D, or E of this attachment may result in

(i) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(ii) Requiring the Contractor to terminate a subcontract;

(iii) Suspension of contract payments;

(iv) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(v) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(vi) Suspension or debarment.

G. Subcontracts. The Contractor shall include the substance of this attachment, in all subcontracts.

H. Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Sexual Assault Prevention and Response training program at the time of the violation as a mitigating factor when determining remedies. Additional information about Sexual Assault Prevention and Response training programs can be found at the Department of Defense Sexual Assault Prevention and Response Home Page, http://www.sapr.mil

H-29 Additional Clauses

Additional clauses may be added to task orders issued under this contract as applicable. Examples include, but are not limited to, the following:

1. Theater Business Clearance (TBC) clauses

2. Status of Forces Agreement (SOFA) clauses

3. Technical Expert Status Accreditation (TESA) clauses

H-30 SPECIAL DEPLOYMENT CONTRACT REQUIREMENTS.

1. Accounting for Personnel: As directed by the KO or his/her representative and based on instructions of the Theater Commander, the Contractor shall report its employees, including third country nationals, entering and/or leaving the area of operations by name, citizenship, location, Social Security number (SSN) or other official identity document number.

2. Force Protection: While performing duties in accordance with the terms and conditions of the contract, the Service will provide force protection to Contractor employees commensurate with that given to Service/Agency civilians in the operations area.

3. Conus Replacement Center (CRC):

A. CRC registration/scheduling.

   (i) Effective 26 March 2003, for all personnel having a 20 Apr 2003 or later CRC processing cycle report date, all headquarters and contracting agencies issuing instructions/orders to send individual personnel through the CRC must, make reservations through Total Army Personnel Command (PERSCOM).

   (ii) The primary CRC supporting the CENTCOM AOR for current operations will be Fort Bliss, TX.

   (iii) Individuals flowing to theater are strongly encouraged to deploy through the CRC; however, if mission dictates individuals must return to home station prior to deployment that information must be provided when making a reservation. There is no requirement to submit a waiver to HQDA for TDY and return actions. For all other requests for waiver, agencies are required to submit a memorandum with name, last four (4) of social security number of individual, dates processing through the CRC, type of waiver request, and justification for the waiver. The memorandum will be signed by an O-6/equivalent.

   (iv) The Contractor will coordinate reservations directly by requesting reservations online via the HRC website. You must have an Army Knowledge Online (AKO) account prior to requesting a CRC reservation.
Reservations can be made by following the provided link to the HRC website: https://perscomnd04.army.mil/CRC_Res.nsf.

B. Information needed to make reservations at for CRC training:

(i) Grade

(ii) Last name

(iii) First Name

(iv) SSN/Passport #

(v) Gender (vii) Traveler Type

(vi) E-mail Address

(vii) Telephone #

(viii) Report Date

(ix) Is air transportation required to an OCONUS location immediately after CRC completion?

(x) Major Command/Civilian Corp requesting reservation

(xi) Have you registered in the Contractor Verification System (CVS)?

(xii) Will you have a valid passport by CRC report Date?

(xiii) Have you registered for a SPOT LOA?

(xiv) Control number (if applicable)

(xv) The authority for the individual to deploy.

(xvi) A 24/7 corporate point of contact phone number and email address.


D. All deploying/deployed Army civilians and Contractors will be accounted for in the web based, Army Civilian Tracking System (CIVTRACKS) accessible through the Internet (unclassified missions only). The supporting agency has primary responsibility for providing and entering the appropriate data into CIVTRACKS. It is imperative that data be entered in a timely manner.

E. Contractors embedded with units in a habitual relationship, such as systems support Contractors for units, will conduct readiness and deployment processing and travel with the supported units. They are not required to attend the CRC.

G. Central Processing and Departure Point

(i) The U.S. Government (USG) is responsible for providing information on all requirements necessary for deployment. For any Contractor employee determined by the Government at the deployment-processing site to be non-deployable, the Contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided to meet the rescheduled deployment timeline as determined by the KO.

(ii) The KO shall identify to the Contractor all required mission training and the location of the required training. The Contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.

(iii) The KO shall inform the Contractor of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) training requirements and standards.

(iv) The Government will provide the Contractor employees with CDE familiarization training for the performance of mission essential tasks in designated high threat countries. This training will be commensurate with the training provided to Department of Defense civilian employees.
4. Reception, Staging, Onward Movement and Integration. Upon arrival in the area of operations, Contractor employees will receive Reception, Staging, Onward movement and Integration (RSO4I), as directed by the Theater Commander or his/her designated representative through the KO or his/her designated representative.

5. Health and Life Insurance. The Contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations. Insurance is available under the Defense Base Act and Longshoreman's and Harbor Workers Compensation Act administered by the Department of Labor.

H-31 5152.225-5902 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (JUN 2015)

1. The Contractor shall ensure the individuals they deploy are in compliance with the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy, including TAB A, Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR, unless a waiver is obtained in accordance with TAB C, CENTCOM Waiver Request. The current guidance is located at http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx.

2. 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.

3. Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must be re-evaluated for fitness to deploy every 12 months IAW the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This allows an examination to be valid up to 90 days prior to deployment. Once a deployment begins, the examination will only be good for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an updated medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment.

4. 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 in all subcontracts with performance in the theater of operations.

5. In accordance with military directives (DoD 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at a Role 3 military treatment facility (MTF) for emergency life-limb-eyesight care will be provided along with assistance for urgent patient movement. Subject to availability, an MTF may provide reimbursable treatment for emergency medical or dental services (e.g., broken bones, lacerations, broken teeth or lost fillings).

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

7. Notwithstanding any other provision of the contract, the Contractor shall be liable for any and all medically-related services or patient movement 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/FinancialManagement/Reports/rates2014.aspx.

(End of Clause)

H-32 5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS

FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (JUN 2015)

1. All Contractor employees are required to be medically, dentally, and psychologically fit for deployment and performance of their contracted duties as outlined in the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility. This clause requires all Contractor personnel to meet the theater specific medical qualifications established by the Geographic Combatant Commander before deploying to, being granted installation access, or performing work under the resultant contract. In the USCENTCOM Area of Operation (AOR), the required medical screening, immunizations, and vaccinations are specified in the current USCENTCOM Individual Protection and Individual Unit Deployment Policy and DoD Instruction (DODI) 3020.41, Operational Contract Support (OCS). Current medical screening, immunization, and vaccination requirements are available at http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx. The current DODI is available at http://www.dtic.mil/whs/directives/corres/insl1.html. The current list of immunization and vaccination requirements are available at http://www.vaccines.mil.

2. The USCENTCOM policy requires Contractors to ensure adequate health management is available for Tuberculosis (TB) screening, diagnosis, treatment, and isolation during the life of the contract. This includes management and compliance with all prescribed public health actions regarding TB and the responsibility to ensure adequate health management is available at the Contractors medical provider or local economy providers location for all Contractor and subcontractor employees throughout the life of the contract. The Contractor shall maintain medical screening documentation, in English, and make it available to the KO, military public health personnel, or Base
Operations Center installation access badging personnel upon request.

A. U.S. Citizens are considered Small-Risk Nationals (SRNs) as the U.S. has less than 25 TB cases per 100,000 persons. A TB testing method of either a TB skin test (TST) or Interferon Gamma Release Assay (IGRA) may be used for pre-deployment and annual re-screening of all U.S. Citizens employed under the contract. 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 and CXR. A physical copy of all TST, IGRA, and/or CXRs and radiographic interpretation must be provided at the deployment center designated in the contract, or as otherwise directed by the KO, prior to deployment and prior to installation access badge renewal.

B. Other Country Nationals (OCNs) and Local Nationals (LNs) shall have predeployment/employment testing for TB using a Chest x-ray (CXR) and a symptom survey completed within 3 months prior to the start of deployment/employment, with annual rescreening prior to installation access badge renewal. This is the only way to verify interval changes should an active case of TB occur. When conducting annual re-screening, the Contractors medical provider or local economy provider will look for interval changes from prior CXRs and review any changes in the symptom survey. A physical copy of the CXR film with radiographic interpretation showing negative TB results must be provided to the Base Operations Center prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal.

C. After arrival in the USCENTCOM AOR, all cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) Physician and/or TB Consultant within 24 hours. Contact tracing, and medical coding, have specific requirements. After consultation with the Theater PM or TB Consultant, the Contractor or sub-contractor with suspected or confirmed TB are required to be evacuated to the closest civilian hospital for treatment. The Contractor is responsible for management and compliance with all prescribed public health actions. The employee, Contractor/sub-contractor shall be transported out of theater following three (3) consecutive negative sputum smears.

3. All employees, Contractors and sub-contractors, involved in food service, water and/or ice production facilities must be pre-screened prior to deployment and re-screened annually for signs and symptoms of infectious diseases. This includes a stool sample test for ova and parasites. Additionally, all employees, contractors and sub-contractors, will have completed: (1) the full series of immunization for Typhoid and Hepatitis A (full series) immunizations per the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years); (2) the required TB tests; and (3) screening for Hepatitis B and C.

4. Proof of pre-deployment and deployment medical screening, immunizations, and vaccinations (in English) for employees, Contractors and sub-contractors shall be made available to the designated Government representative throughout the life of the contract, and provided to the KO, for a minimum of six (6) years and (3) months from the date of final payment under the contract.

The following is a summary of the type of support the Government will provide the Contractor, on an as-available basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

U.S. Citizens

<table>
<thead>
<tr>
<th>APO/FPO/MPO/Postal Services</th>
<th>DFACs</th>
<th>Mil Issue Equip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billting</td>
<td></td>
<td>MILAIR</td>
</tr>
<tr>
<td>CAAF</td>
<td>Fuel Authorized</td>
<td>MWR</td>
</tr>
<tr>
<td>Controlled Access Card (CAC)</td>
<td>Govt Furnished Meals</td>
<td>Mil Exchange</td>
</tr>
<tr>
<td>Commissary</td>
<td>Military Banking</td>
<td>Non-CAFF</td>
</tr>
<tr>
<td>Diplomatic Post Office (DPO)</td>
<td>Mil Issue Clothing</td>
<td>Transportation</td>
</tr>
<tr>
<td>All</td>
<td></td>
<td>None</td>
</tr>
</tbody>
</table>

Third-Country National (TCN) Employees

<table>
<thead>
<tr>
<th>APO/FPO/MPO/Postal Services</th>
<th>DFACs</th>
<th>Mil Issue Equip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billting</td>
<td></td>
<td>MILAIR</td>
</tr>
<tr>
<td>CAAF</td>
<td>Fuel Authorized</td>
<td>MWR</td>
</tr>
<tr>
<td>Controlled Access Card (CAC)</td>
<td>Govt Furnished Meals</td>
<td>Mil Exchange</td>
</tr>
<tr>
<td>Commissary</td>
<td>Military Banking</td>
<td>Non-CAFF</td>
</tr>
<tr>
<td>Diplomatic Post Office (DPO)</td>
<td>Mil Issue Clothing</td>
<td>Transportation</td>
</tr>
<tr>
<td>All</td>
<td></td>
<td>None</td>
</tr>
</tbody>
</table>

Local National (LN) Employees

<table>
<thead>
<tr>
<th>APO/FPO/MPO/Postal Services</th>
<th>DFACs</th>
<th>Mil Issue Equip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billting</td>
<td></td>
<td>MILAIR</td>
</tr>
<tr>
<td>CAAF</td>
<td>Fuel Authorized</td>
<td>MWR</td>
</tr>
<tr>
<td>Controlled Access Card (CAC)</td>
<td>Govt Furnished Meals</td>
<td>Mil Exchange</td>
</tr>
<tr>
<td>Commissary</td>
<td>Military Banking</td>
<td>Non-CAFF</td>
</tr>
</tbody>
</table>
1. 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.

2. 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.

3. 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:

- NFPA 70: http://www.nfpa.org
- NESC: http://www.standards.ieee.org/nesc

H-35 5152.225-5915 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (JUN 2014)

1. 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.

A. Unaccounted Personnel: It is the expectation of the U.S. Government that any Contractor brought into Afghanistan for the sole purposes of performance of work on a U.S. Government contract must be accounted for at all times by their respective employers. Additionally, Contractors who maintain living quarters on a U.S. Government 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.

B. 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 Operational Contracting Support Drawdown 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 (PPO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

C. Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PPO (or USFOR-A Personnel Recovery Division (PPO) 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.

2. 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 DFARS clause 252.225-7897 entitled Contractor Demobilization. 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 KO.
3. Contractors shall notify the KO, 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
  - Gender (Male/Female)
  - Age
  - Nationality
  - Country of permanent residence
- Incident:
  - Description
  - Location
  - Date and time
- Other Pertinent Information

---

1. U.S. and Coalition Commanders possess inherent authority to maintain law and order, provide security, and impose discipline necessary to protect the inhabitants of U.S. and/or Coalition installations, U.S. and Coalition personnel operating outside of installations, and U.S. or Coalition-funded developmental projects in Afghanistan. This authority allows commanders to administratively and physically control access to installations and/or project sites, and to bar contracts including Prime Contractors, subcontractors at any tier, and any employees, from an installation or site. A commander's inherent force protection (FP) authority is independent of an agency's contracting authority, and it may not be superseded by any contractual term or provision.

2. The Prime Contractor/Vendor acknowledges that: submission of a bid, offer, or a proposal; acceptance of contract award of any type; or continuing effort under any contract that includes this clause; requires that the Prime Contractor/Vendor, and all subcontractors under any affected contracts be initially eligible and remain eligible during the entire period of contract performance to include any warrant period for installation access to a U.S. and/or Coalition installation, regardless of whether the performance will take place on or off a U.S. or Coalition installation.

3. To be eligible for installation access, Contractors and subcontractors at all tiers are required to register for installation access in the Joint Contingency Contracting System (JCCS) and are responsible for keeping the information in the this system updated at all times. Prime Contractors and subcontractors at any tier may verify their registration at https://www.jccs.gov/jccscoe/ by selecting the Vendors Login module and logging in with their user name and password. The offeror must be registered, approved, and eligible for installation access prior to award, and remain eligible for installation access for the life of the contract.

   A. The Offeror is required to submit a listing of all proposed subcontractors, at all tiers, to the KO with the submission of the proposal, and provide updates during the life of the contract when subcontractors are added or removed. If no subcontractors are expected to perform during the life of the contract, the offeror must submit a negative response to the KO with its proposal. After award, the Prime Contractor must submit a negative response to the KO at the beginning of each performance period.

   B. Failure to be approved in JCCS and thereby be eligible for installation access at the Prime and subcontractor levels or failure to inform the KO of the names of all prospective subcontractors (or provide a negative reply), may render the Offerors/Contractor ineligible for award or continued performance. Additionally, any firm that is declared ineligible for installation access will be deemed non-responsible until such time as that firm is again deemed eligible by the appropriate access approval authority.

4. Installation access determinations arise from the Combatant Commander's inherent authority and are separate and distinct from any law, regulation, or policy regarding suspension and debarment authority. Contractor queries or requests for reconsideration related to U.S. or Coalition installation base access eligibility must be directed to the authority responsible for base access decisions.
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. Commander, United States Forces Korea (COMUSFK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSFK also serves as Commander, Combined Forces Command (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 administrates 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 25.5, 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 Contractor’s 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.
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, Section II, paragraph 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.

Support.

(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) 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.

(i) 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.

By 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.

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.

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.

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.

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/SEER) 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 in this clause.

(End of Clause)

H-38 Contingency Conditions Clause

CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE 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 (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 shall 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.

(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, 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. 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.S./ROK 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:

(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)
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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

<table>
<thead>
<tr>
<th>Regulatory Cite</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-1</td>
<td>52.202-1 DEFINITIONS</td>
<td>NOV/2013</td>
</tr>
<tr>
<td>I-2</td>
<td>52.202-3 GRATUITIES</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-3</td>
<td>52.203-5 COVENANT AGAINST CONTINGENT FEES</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-4</td>
<td>52.203-6 RESTRICIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</td>
<td>SEP/2006</td>
</tr>
<tr>
<td>I-5</td>
<td>52.203-7 ANTI-KICKBACK PROCEDURES</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-6</td>
<td>52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-7</td>
<td>52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-8</td>
<td>52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-9</td>
<td>52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS</td>
<td>JAN/2017</td>
</tr>
<tr>
<td>I-10</td>
<td>52.204-2 SECURITY REQUIREMENTS</td>
<td>AUG/1996</td>
</tr>
<tr>
<td>I-11</td>
<td>52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER</td>
<td>MAY/2011</td>
</tr>
<tr>
<td>I-12</td>
<td>52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL</td>
<td>JAN/2011</td>
</tr>
<tr>
<td>I-13</td>
<td>52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS</td>
<td>OCT/2018</td>
</tr>
<tr>
<td>I-14</td>
<td>52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE</td>
<td>OCT/2018</td>
</tr>
<tr>
<td>I-15</td>
<td>52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE</td>
<td>JUL/2016</td>
</tr>
<tr>
<td>I-16</td>
<td>52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES</td>
<td>JUL/2018</td>
</tr>
<tr>
<td>I-17</td>
<td>52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT</td>
<td>AUG/2019</td>
</tr>
<tr>
<td>I-18</td>
<td>52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-19</td>
<td>52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT</td>
<td>OCT/2015</td>
</tr>
<tr>
<td>I-20</td>
<td>52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS</td>
<td>OCT/2018</td>
</tr>
<tr>
<td>I-21</td>
<td>52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS</td>
<td>NOV/2015</td>
</tr>
<tr>
<td>I-22</td>
<td>52.210-1 MARKET RESEARCH</td>
<td>APR/2011</td>
</tr>
<tr>
<td>I-23</td>
<td>52.211-5 MATERIAL REQUIREMENTS</td>
<td>AUG/2000</td>
</tr>
<tr>
<td>I-24</td>
<td>52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS</td>
<td>APR/2008</td>
</tr>
<tr>
<td>I-25</td>
<td>52.215-2 AUDIT AND RECORDS--NEGOTIATIONS</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-26</td>
<td>52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT</td>
<td>OCT/1997</td>
</tr>
<tr>
<td>I-27</td>
<td>52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA</td>
<td>AUG/2011</td>
</tr>
<tr>
<td>I-28</td>
<td>52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA</td>
<td>AUG/2011</td>
</tr>
<tr>
<td>I-29</td>
<td>52.215-14 INTEGRITY OF UNIT PRICES</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-30</td>
<td>52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-31</td>
<td>52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY</td>
<td>OCT/1997</td>
</tr>
<tr>
<td>I-32</td>
<td>52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB)</td>
<td>JUL/2005</td>
</tr>
<tr>
<td>I-33</td>
<td>52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-34</td>
<td>52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES</td>
<td>OCT/2009</td>
</tr>
<tr>
<td>I-35</td>
<td>52.216-8 FIXED FEE</td>
<td>JUN/2011</td>
</tr>
<tr>
<td>I-36</td>
<td>52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS</td>
<td>OCT/1997</td>
</tr>
<tr>
<td>I-37</td>
<td>52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS</td>
<td>OCT/2018</td>
</tr>
<tr>
<td>I-38</td>
<td>52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN</td>
<td>JAN/1999</td>
</tr>
<tr>
<td>I-39</td>
<td>52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES</td>
<td>FEB/1997</td>
</tr>
<tr>
<td>I-40</td>
<td>52.222-3 CONVICT LABOR</td>
<td>JUN/2003</td>
</tr>
<tr>
<td>I-41</td>
<td>52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS--OVERTIME COMPENSATION</td>
<td>MAY/2018</td>
</tr>
<tr>
<td>I-42</td>
<td>52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS</td>
<td>AUG/2018</td>
</tr>
<tr>
<td>I-43</td>
<td>52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>Regulatory Cite</td>
<td>Title</td>
<td>Date</td>
</tr>
<tr>
<td>----------------</td>
<td>----------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>I-44</td>
<td>52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES</td>
<td>JAN/2018</td>
</tr>
<tr>
<td>I-45</td>
<td>52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT</td>
<td>MAY/2014</td>
</tr>
<tr>
<td></td>
<td>EXCEEDING $15,000</td>
<td></td>
</tr>
<tr>
<td>I-46</td>
<td>52.222-21 PROHIBITION OF SEGREGATED FACILITIES</td>
<td>APR/2015</td>
</tr>
<tr>
<td>I-47</td>
<td>52.222-26 EQUAL OPPORTUNITY</td>
<td>SEP/2016</td>
</tr>
<tr>
<td>I-48</td>
<td>52.222-29 NOTIFICATION OF VISA DENIAL</td>
<td>APR/2015</td>
</tr>
<tr>
<td>I-49</td>
<td>52.222-37 EMPLOYMENT REPORTS ON VETERANS</td>
<td>FEB/2016</td>
</tr>
<tr>
<td>I-50</td>
<td>52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR</td>
<td>DEC/2010</td>
</tr>
<tr>
<td></td>
<td>RELATIONS ACT</td>
<td></td>
</tr>
<tr>
<td>I-51</td>
<td>52.222-41 SERVICE CONTRACT LABOR STANDARDS</td>
<td>AUG/2018</td>
</tr>
<tr>
<td>I-52</td>
<td>52.222-43 FAIR LABOR STANDARDS AND SERVICE CONTRACT LABOR STANDARDS</td>
<td>AUG/2018</td>
</tr>
<tr>
<td></td>
<td>--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)</td>
<td></td>
</tr>
<tr>
<td>I-53</td>
<td>52.222-50 COMBATING TRAFFICKING IN PERSONS</td>
<td>JAN/2019</td>
</tr>
<tr>
<td>I-54</td>
<td>52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR</td>
<td>MAY/2014</td>
</tr>
<tr>
<td></td>
<td>STANDARDS TO CONSTRUCTION CONTRACTS</td>
<td></td>
</tr>
<tr>
<td>I-55</td>
<td>52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION</td>
<td>OCT/2015</td>
</tr>
<tr>
<td>I-56</td>
<td>52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706</td>
<td>JAN/2017</td>
</tr>
<tr>
<td>I-57</td>
<td>52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION</td>
<td>MAY/2011</td>
</tr>
<tr>
<td>I-58</td>
<td>52.223-6 DRUG-FREE WORKPLACE</td>
<td>MAY/2001</td>
</tr>
<tr>
<td>I-59</td>
<td>52.223-10 WASTE REDUCTION PROGRAM</td>
<td>MAY/2011</td>
</tr>
<tr>
<td>I-60</td>
<td>52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS</td>
<td>DEC/2007</td>
</tr>
<tr>
<td>I-61</td>
<td>52.223-16 ACQUISITION OF EPEAT[supreg]-REGISTERED PERSONAL COMPUTER</td>
<td>OCT/2015</td>
</tr>
<tr>
<td></td>
<td>PRODUCTS</td>
<td></td>
</tr>
<tr>
<td>I-62</td>
<td>52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE</td>
<td>AUG/2018</td>
</tr>
<tr>
<td></td>
<td>AND CONSTRUCTION CONTRACTS</td>
<td></td>
</tr>
<tr>
<td>I-63</td>
<td>52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING</td>
<td>AUG/2011</td>
</tr>
<tr>
<td></td>
<td>WHILE DRIVING</td>
<td></td>
</tr>
<tr>
<td>I-64</td>
<td>52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS</td>
<td>MAY/2011</td>
</tr>
<tr>
<td>I-65</td>
<td>52.224-1 PRIVACY ACT NOTIFICATION</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-66</td>
<td>52.224-2 PRIVACY ACT</td>
<td></td>
</tr>
<tr>
<td>I-67</td>
<td>52.224-3 PRIVACY TRAINING</td>
<td>JAN/2017</td>
</tr>
<tr>
<td>I-68</td>
<td>52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES</td>
<td>JUN/2008</td>
</tr>
<tr>
<td>I-69</td>
<td>52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF</td>
<td>FEB/2000</td>
</tr>
<tr>
<td></td>
<td>CONTRACT</td>
<td></td>
</tr>
<tr>
<td>I-70</td>
<td>52.227-1 AUTHORIZATION AND CONSENT</td>
<td>DEC/2007</td>
</tr>
<tr>
<td>I-71</td>
<td>52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT</td>
<td>DEC/2007</td>
</tr>
<tr>
<td></td>
<td>INFRINGEMENT</td>
<td></td>
</tr>
<tr>
<td>I-72</td>
<td>52.227-3 PATENT INDEMNITY</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-73</td>
<td>52.227-9 REFUND OF ROYALTIES</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-74</td>
<td>52.227-10 FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER</td>
<td>DEC/2007</td>
</tr>
<tr>
<td>I-75</td>
<td>52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)</td>
<td>JUL/2014</td>
</tr>
<tr>
<td>I-76</td>
<td>52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-77</td>
<td>52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION</td>
<td>JAN/1997</td>
</tr>
<tr>
<td>I-78</td>
<td>52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS</td>
<td>MAR/1996</td>
</tr>
<tr>
<td>I-79</td>
<td>52.229-3 FEDERAL, STATE, AND LOCAL TAXES</td>
<td>FEB/2013</td>
</tr>
<tr>
<td>I-80</td>
<td>52.229-6 TAXES--FOREIGN FIXED-PRICE CONTRACTS</td>
<td>FEB/2013</td>
</tr>
<tr>
<td>I-81</td>
<td>52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS</td>
<td>JUN/2010</td>
</tr>
<tr>
<td>I-82</td>
<td>52.232-1 PAYMENTS</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-83</td>
<td>52.232-8 DISCOUNTS FOR PROMPT PAYMENT</td>
<td>FEB/2002</td>
</tr>
<tr>
<td>I-84</td>
<td>52.232-11 EXTRAS</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-85</td>
<td>52.232-17 INTEREST</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-86</td>
<td>52.232-18 AVAILABILITY OF FUNDS</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-87</td>
<td>52.232-20 LIMITATION OF COST</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-88</td>
<td>52.232-22 LIMITATION OF FUNDS</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-89</td>
<td>52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-90</td>
<td>52.232-25 PROMPT PAYMENT</td>
<td>JAN/2017</td>
</tr>
<tr>
<td>I-92</td>
<td>52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD</td>
<td>OCT/2018</td>
</tr>
<tr>
<td></td>
<td>MANAGEMENT</td>
<td></td>
</tr>
<tr>
<td>I-93</td>
<td>52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS</td>
<td>JUN/2013</td>
</tr>
<tr>
<td>I-94</td>
<td>52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS</td>
<td>DEC/2013</td>
</tr>
<tr>
<td></td>
<td>SUBCONTRACTORS</td>
<td></td>
</tr>
<tr>
<td>I-95</td>
<td>52.233-1 DISPUTES</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-96</td>
<td>52.233-3 PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)</td>
<td>JUN/1985</td>
</tr>
<tr>
<td>I-97</td>
<td>52.233-4 PROTEST AFTER AWARD</td>
<td>AUG/1996</td>
</tr>
<tr>
<td>I-98</td>
<td>52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM</td>
<td>OCT/2004</td>
</tr>
<tr>
<td>I-99</td>
<td>52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-100</td>
<td>52.237-3 CONTINUITY OF SERVICES</td>
<td>JAN/1991</td>
</tr>
<tr>
<td>Regulatory Cite</td>
<td>Title</td>
<td>Date</td>
</tr>
<tr>
<td>----------------</td>
<td>-------</td>
<td>------</td>
</tr>
<tr>
<td>I-101</td>
<td>52.239-1 PRIVACY OR SECURITY SAFEGUARDS</td>
<td>AUG/1996</td>
</tr>
<tr>
<td>I-102</td>
<td>52.242-1 NOTICE OF INTENT TO DISALLOW COSTS</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-103</td>
<td>52.242-3 PENALTIES FOR UNALLOWABLE COSTS</td>
<td>MAY/2014</td>
</tr>
<tr>
<td>I-104</td>
<td>52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS</td>
<td>JAN/1997</td>
</tr>
<tr>
<td>I-105</td>
<td>52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS</td>
<td>JAN/2017</td>
</tr>
<tr>
<td>I-106</td>
<td>52.242-13 BANKRUPTCY</td>
<td>JUL/1995</td>
</tr>
<tr>
<td>I-107</td>
<td>52.243-1 CHANGES--FIXED PRICE</td>
<td>AUG/1987</td>
</tr>
<tr>
<td>I-108</td>
<td>52.243-1 CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984)</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-109</td>
<td>52.243-2 CHANGES--COST REIMBURSEMENT</td>
<td>AUG/1987</td>
</tr>
<tr>
<td>I-110</td>
<td>52.243-2 CHANGES--COST REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR 1984)</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-111</td>
<td>52.244-5 COMPETITION IN SUBCONTRACTING</td>
<td>DEC/1996</td>
</tr>
<tr>
<td>I-112</td>
<td>52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS</td>
<td>AUG/2019</td>
</tr>
<tr>
<td>I-113</td>
<td>52.245-1 GOVERNMENT PROPERTY</td>
<td>JAN/2017</td>
</tr>
<tr>
<td>I-114</td>
<td>52.245-9 USE AND CHARGES</td>
<td>APR/2012</td>
</tr>
<tr>
<td>I-115</td>
<td>52.246-25 LIMITATION OF LIABILITY--SERVICES</td>
<td>FEB/1997</td>
</tr>
<tr>
<td>I-116</td>
<td>52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS</td>
<td>JUN/2003</td>
</tr>
<tr>
<td>I-117</td>
<td>52.247-68 REPORT OF SHIPMENT (REPSHIP)</td>
<td>FEB/2006</td>
</tr>
<tr>
<td>I-118</td>
<td>52.248-1 VALUE ENGINEERING</td>
<td>OCT/2010</td>
</tr>
<tr>
<td>I-119</td>
<td>52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)</td>
<td>APR/2012</td>
</tr>
<tr>
<td>I-120</td>
<td>52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-121</td>
<td>52.249-6 TERMINATION (COST REIMBURSEMENT)</td>
<td>MAY/2004</td>
</tr>
<tr>
<td>I-122</td>
<td>52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-123</td>
<td>52.249-14 EXCUSEABLE DELAYS</td>
<td>APR/1984</td>
</tr>
<tr>
<td>I-124</td>
<td>52.251-1 GOVERNMENT SUPPLY SOURCES</td>
<td>APR/2012</td>
</tr>
<tr>
<td>I-125</td>
<td>52.253-1 COMPUTER GENERATED FORMS</td>
<td>JAN/1991</td>
</tr>
<tr>
<td>I-126</td>
<td>252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE</td>
<td>DEC/1991</td>
</tr>
<tr>
<td>I-127</td>
<td>252.202-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS</td>
<td>SEP/2011</td>
</tr>
<tr>
<td>I-128</td>
<td>252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES</td>
<td>DEC/2008</td>
</tr>
<tr>
<td>I-129</td>
<td>252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS</td>
<td>DEC/2008</td>
</tr>
<tr>
<td>I-130</td>
<td>252.203-7004 DISPLAY OF HOTLINE POSTERS</td>
<td>AUG/2019</td>
</tr>
<tr>
<td>I-131</td>
<td>252.204-7000 DISCLOSURE OF INFORMATION</td>
<td>OCT/2016</td>
</tr>
<tr>
<td>I-132</td>
<td>252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT</td>
<td>APR/1992</td>
</tr>
<tr>
<td>I-133</td>
<td>252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS</td>
<td>FEB/2019</td>
</tr>
<tr>
<td>I-134</td>
<td>252.204-7006 BILLING INSTRUCTIONS</td>
<td>OCT/2005</td>
</tr>
<tr>
<td>I-135</td>
<td>252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION</td>
<td>OCT/2016</td>
</tr>
<tr>
<td>I-136</td>
<td>252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING</td>
<td>OCT/2016</td>
</tr>
<tr>
<td>I-137</td>
<td>252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT</td>
<td>MAY/2016</td>
</tr>
<tr>
<td>I-138</td>
<td>252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS</td>
<td>DEC/1991</td>
</tr>
<tr>
<td>I-139</td>
<td>252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY</td>
<td>MAY/2019</td>
</tr>
<tr>
<td>I-140</td>
<td>252.215-7002 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)--BASIC</td>
<td>MAY/2019</td>
</tr>
<tr>
<td>I-141</td>
<td>252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)</td>
<td>JUN/1997</td>
</tr>
<tr>
<td>I-142</td>
<td>252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS</td>
<td>DEC/2010</td>
</tr>
<tr>
<td>I-143</td>
<td>252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES</td>
<td>MAY/1994</td>
</tr>
<tr>
<td>I-144</td>
<td>252.223-7004 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS--BASIC</td>
<td>SEP/2014</td>
</tr>
<tr>
<td>I-145</td>
<td>252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD</td>
<td>MAY/2019</td>
</tr>
<tr>
<td>I-146</td>
<td>252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES</td>
<td>JUN/2005</td>
</tr>
<tr>
<td>I-148</td>
<td>252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES</td>
<td>MAY/2016</td>
</tr>
<tr>
<td>I-149</td>
<td>252.225-7036 BUY AMERICAN--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM--BASIC</td>
<td>MAY/2016</td>
</tr>
<tr>
<td>I-150</td>
<td>252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES</td>
<td>OCT/2015</td>
</tr>
</tbody>
</table>
Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made

(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 TO BE DETERMINED AT THE TASK ORDER 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.

(i) 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 --

(ii) 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;

(iii) 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 Contractor's payment request to the Government;

(B) Materials issued from the Contractor's 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 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 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 services or furnishing of materials at the Contractor's 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.

(i) 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.

(ii) 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 Contractor's 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 Contractor's 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).

(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.

(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:

(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.

(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.

(iii) 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)
the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-204 52.216-22 INDEFINITE QUANTITY OCT/1995
(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract one year after the contract end date.

(End of Clause)

I-205 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 30 calendar days for expiration of the current period of performance.

(End of Clause)

I-206 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 no later than one (1) day prior to the expiration of the task order or base contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days before the task order or base contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

I-207 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990
(a) The use of overtime is authorized under this contract if the overtime premium does not exceed $0.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

I-208      52.222-35    EQUAL OPPORTUNITY FOR VETERANS  (OCT 2015) -- ALTERNATE I  (JUL 2014)   JUL/2014

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-209      52.222-36    EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES  (JUL 2014) -- ALTERNATE I  (JUL 2014)

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

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

(End of clause)

I-210      52.222-42    STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES  MAY/2014
In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

<table>
<thead>
<tr>
<th>Employee Class</th>
<th>Monetary Wage -- Fringe Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(End of Clause)

I-211 52.222-49 SERVICE CONTRACT LABOR STANDARDS--PLACE OF PERFORMANCE UNKNOWN MAY/2014

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: N/A. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by N/A.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of Clause)

I-212 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES MAR/2008

(a) Definitions. As used in this clause

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

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

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

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

(b) General.

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

(i) In a designated operational area during

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

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

(ii) When supporting a diplomatic or consular mission--
(A) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger--pay--all.asp); or

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

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

(3) Contractor personnel are civilians.

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

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

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

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

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

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

(2) Treaties and international agreements;

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

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

(e) Preliminary personnel requirements. (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

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

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

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

(iv) All personnel have received--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   (2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) Contractor personnel. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) Weapons.

   (1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, 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) NO ONE may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

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

   (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 or the Chief of Mission; 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 or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

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

(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.

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

(k) Military clothing and protective equipment.

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

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

(l) Evacuation.

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

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

(m) Personnel recovery.

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

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

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

(n) Notification and return of personal effects.

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

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

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

(2)(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as
(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

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

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

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

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

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

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

(End of clause)
contract 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. (i) 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.

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

(iii) In any country in which the Contractor fails to file patent applications 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.

(iv) 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.

(d) Government's rights.--(i) 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. (i) 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
The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for communications.

(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 clause.

(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 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.

(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
(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor’s subject inventions.

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

(End of clause)

I-214 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 TO BE DETERMINED AT THE TASK ORDER LEVEL, or from which the Contractor or any subcontractor under this contract is exempt under the laws of TO BE DETERMINED AT THE TASK ORDER 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-215 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 Contractors payment request to the Government.

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

(i) The 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 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.

(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 Government's 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 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 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 TO BE DETERMINED AT THE TASK ORDER LEVEL day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

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

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

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

(2) Is fixed-price and exceeds

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting --

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

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

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

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

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

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

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

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of 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: NONE

(End of clause)

I-217  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 TO BE DETERMINED AT THE TASK ORDER 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 TO BE DETERMINED AT THE TASK ORDER 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. TO BE DETERMINED AT THE TASK ORDER LEVEL. This may be confirmed by contacting TO BE DETERMINED AT THE TASK ORDER LEVEL.

(End of Clause)

I-218  52.247-67  SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT  FEB/2006

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to

TO BE DETERMINED AT THE TASK ORDER LEVEL

(End of Clause)

I-219  252.225-7043  ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES  JUN/2015

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832.

(End of clause)

I-220  252.229-7003  TAX EXEMPTIONS (ITALY)  MAR/2012

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

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

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

(i) The contract number.

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

(iii) The following fiscal code is: TO BE DETERMINED AT THE TASK ORDER LEVEL

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

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

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

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

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

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

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

(i) Imposta di Fabbricazione (Production Tax for Petroleum Products).
(2) Imposta di Consumo (Consumption Tax for Electrical Power).

(3) Dazi Doganali (Customs Duties).

(4) Tassa di Sbarco e d'Imbarco sulle Merci Transportate per Via Aerea e per Via Marittima (Port Fees).

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

(6) Imposta di Registro (Registration Tax).

(7) Imposta di Bollo (Stamp Tax).

(End of clause)
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 $TO BE DETERMINED AT THE TASK ORDER LEVEL

TO BE DETERMINED AT THE TASK ORDER LEVEL $TO BE DETERMINED AT THE TASK ORDER LEVEL

(End of clause)

I-222 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-0017) SEP/2015

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

*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 $100 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 $100 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 $100 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 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, of 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 Officers 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 $100 million or more, the following subcontractors shall comply with the requirements of this clause:

TO BE DETERMINED AT THE TASK ORDER LEVEL

(2) For subcontracts valued at less than $100 million, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (c) of this clause:

TO BE DETERMINED AT THE TASK ORDER LEVEL

(End of clause)
under this contract, stated in the following terms: This material is based upon work supported by the TO BE DETERMINED AT THE TASK ORDER LEVEL under Contract No. TO BE DETERMINED AT THE TASK ORDER LEVEL.

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

(End of clause)

I-224 252.237-7023 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 TO BE DETERMINED AT THE TASK ORDER LEVEL, Mission-Essential Contractor Services, dated TO BE DETERMINED AT THE TASK ORDER 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.

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

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

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

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

(i) Classified or sensitive information;

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

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

(b) This solicitation/contract identifies classified or sensitive information that requires securing during telecommunications and requires the Contractor to secure telecommunications systems. The Contractor agrees to secure information and systems at the following location: TO BE DETERMINED AT THE TASK ORDER LEVEL

(c) To provide the security, the Contractor shall use Government-approved telecommunications equipment, devices, techniques, or services. A list of the approved equipment, etc. may be obtained from TO BE DETERMINED AT THE TASK ORDER LEVEL. Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with TO BE DETERMINED AT THE TASK ORDER LEVEL.

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

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

(End of clause)
Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

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

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

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

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

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

(b) Code of business ethics and conduct.

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

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

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

(2) The Contractor shall--

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

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

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

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

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

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

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

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

(1) An ongoing business ethics awareness and compliance program.

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

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.
An internal control system.

(i) The Contractor's 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 Contractor's 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 Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's 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.

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

''Acquisition function closely associated with inherently governmental functions'' means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

1. Planning acquisitions.
2. Determining what supplies or services are to be acquired by the Government, including developing statements of work.
3. Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
5. Awarding Government contracts.
6. Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
7. Terminating contracts.
8. Determining whether contract costs are reasonable, allocable, and allowable.

''Covered employee'' means an individual who performs an acquisition function closely associated with inherently governmental functions and is--

1. An employee of the contractor; or
2. A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

''Non-public information'' means any Government or third-party information that--

1. Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
2. Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

''Personal conflict of interest'' means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not ''impair the employee's ability to act impartially and in the best interest of the Government'' is not covered under this definition.)

1. Among the sources of personal conflicts of interest are--
   1. Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;
   2. Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
   3. Gifts, including travel.
2. For example, financial interests referred to in paragraph (1) of this definition may arise from--
   1. Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
   2. Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
   3. Services provided in exchange for honorariums or travel expense reimbursements;
   4. Research funding or other forms of research support;
(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall--

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by--

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employees household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employees personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation--

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include--

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver.

(1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for--
(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall--

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts--

(1) That exceed the simplified acquisition threshold; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)
(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)
The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data Modifications (DEVIATION 2018-O0015).

(End of clause)

I-231  52.215-13  SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS  MAY/2018
(DEVIAATION 2018-O0015)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification of a subcontract that was awarded prior to July 1, 2018, involving a pricing adjustment expected to exceed $750,000, or any modification of a subcontract that awarded on or after July 1, 2018, involving a pricing adjustment expected to exceed $2 million; and

(2) Be limited to such modifications.

(b) Unless an exception under FAR 15.403-1 applies, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractors estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price)--

(1) Before modifying any subcontract that was awarded prior to July 1, 2018, involving a pricing adjustment expected to exceed $750,000, or

(2) Before modifying any subcontract that was awarded on or after July 1, 2018, involving a pricing adjustment expected to exceed $2 million.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds $2 million.

(End of clause)


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

"HUBZone small business concern" means a small business concern, certified by the Small Business Administration (SBA), that appears on the List of Qualified HUBZone Small Business Concerns maintained by the SBA (13 CFR 126.103).

"Similarly situated entity" means a first-tier subcontractor, including an independent contractor, that has the same small business program status as that which qualified the prime contractor for the award; as is considered small for the NAICS code the prime contractor assigned to the subcontract the subcontractor will perform. An example of a similarly situated entity is a first-tier subcontractor that is a HUBZone small business concern for a HUBZone set-aside or sole source award under the HUBZone Program.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

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

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

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

(End of Clause)
concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required
by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently
successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will
proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

I-234         52.219-6         NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION 2019-O0003)           DEC/2018
(a) Definition. "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 size
standards in this solicitation.

(b) Applicability. This clause applies only to--

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall
be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) Agreement.

(1) For a contract at or below the simplified acquisition threshold, a small business concern may provide the end item of any
domestic firm. For a contract exceeding the simplified acquisition threshold, a small business concern that provides an end item it did
not manufacture, process, or produce, shall--

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry
practice; for example, providing storage, transportation, or delivery.

(2) Paragraph (d)(1) of this clause does not apply to construction or service contracts.

(End of clause)

I-235         52.219-9         SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018)--ALTERNATE II               APR/2018
(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
"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 subcontracting 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 offeror's 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 subcontracting plan" means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

"Reduced payment" means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

"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.

"Total contract dollars" means the final anticipated dollar value, including the dollar value of all options.

"Untimely payment" means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)(1) 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 subcontracting 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.

(2)(i) The Contractor may accept a subcontractors written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept subcontractors representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offerors subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage 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. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontractors 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 AMC or Indian tribe shall be counted towards the subcontracting goals for small business and small
disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(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 subcontracting 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, 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 concerns size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns (including ANC and Indian tribes);
(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $700,000 ($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) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's 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 Offeror's 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 simplified acquisition threshold, 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, service-disabled veteran-owned, 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.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concerns pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(I) 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 \textit{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 certified by SBA as a HUBZone small business concern in accordance with 52.219-8(d)(2).

(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, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(8) A master subcontracting 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 subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting 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 subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive OrdersCommercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor 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 subcontractors 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.

(i) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii) (A) 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.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(3) or 19.301-2(e), the Contractors achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) 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 an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(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 the Contractor or a 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 $700,000 (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 report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(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 and all indirect costs.

(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.
(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

I-236  52.219-14  LIMITATIONS ON SUBCONTRACTING (DEVIAITION 2019-00003)  DEC/2018

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. As used in this clause--

"Similarly situated entity" means a first-tier subcontractor, including an independent contractor, that has the same small business program status as that which qualified the prime contractor for the award and that is considered small for the NAICS code the prime contractor assigned to the subcontract the subcontractor will perform. An example of a similarly situated entity is a first-tier subcontractor that is a HUBZone small business concern for a HUBZone set-aside or sole source award under the HUBZone Program.

(c) Applicability. This clause applies only to--

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and

(3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Agreement. By submission of an offer and execution of a contract, the Offeror/Contractor agrees in performance of the contract in the case of a contract for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 75 percent subcontract amount that cannot be exceeded.

(f) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

I-237  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.

(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)
Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-239  52.222-36  EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES  JUL/2014
(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

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

(End of clause)

I-240  52.223-11  OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL  JUN/2016
HYDROFLUOROCARbons

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

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (http://www.epa.gov/snap/).

"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.

"Ozone-depleting substance" means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *_______, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall--

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by--

(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to http://www.sam.gov/ , for FY17 and after--
(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at http://www.epa.gov/snap ) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at http://www.epa.gov/snap .

(End of clause)

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

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at http://www.epa.gov/snap/.

"Hydrofluorocarbons" means compounds that contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, or emissions of high global warming potential hydrofluorocarbons, when feasible, from aerosol propellants or solvents under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as--

(1) In-use emission rates, energy efficiency;

(2) Safety, such as flammability or toxicity;

(3) Ability to meet technical performance requirements; and

(4) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at http://www.epa.gov/snap/.

(End of clause)

(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 9903.201-1 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

(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 Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of $2 million, 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)
(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the U.S. Government. Such adjustment shall provide for recovery of the increased costs to the U.S. Government, 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 U.S. Government was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS rule, or regulation as specified in 48 CFR 9903 and 48 CFR 9904 and as to any cost adjustment demanded by the U.S. Government, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the U.S. Government to examine and make copies of any documents, papers, and 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, except that--

1. 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 prescribed in FAR 30.201-4 shall be inserted.

2. This requirement shall apply only to negotiated subcontracts in excess of $2 million.

3. 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-247  252.225-7993  PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2015–00016)  SEP/2015
(a) The Contractor shall--

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) 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;

(2) Check the list of prohibited/restricted sources in the System for Award Management at http://www.sam.gov--

(i) Prior to subcontract award; and

(ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Contracting Officer provides to the Contractor written approval of the Head of the Contracting Activity to continue the subcontract.

(b) The Head of the Contracting Activity has the authority to--

(1) Terminate this contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity 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 United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over $50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

I-248  252.225-7995  CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2017–00004)  SEP/2017
(a) Definitions. As used in this clause--

"Combatant Commander* means the Commander of the United States Central Command Area of Responsibility.

"Contractors authorized to accompany the Force," or "CAAF," means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Designated reception site* means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

"Law of war" means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.
"Non-CAAF" means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

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

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR).

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

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

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

(c) Support.

(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

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

(ii) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U.S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(iii) When the Government provides emergency medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.
(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable--

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

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

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

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware--

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

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, or another Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under--

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or


(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following--


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


(v) Any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or <www.dodig.mil/HOTLINE/index.html>. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to--
Hold their own identity or immigration documents, such as passport or drivers license;

Receive agreed upon wages on time;

Take lunch and work-breaks;

Elect to terminate employment at any time;

Identify grievances without fear of reprisal;

Have a copy of their employment contract in a language they understand;

Receive wages that are not below the legal in-country minimum wage;

Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

If housing is provided, live in housing that meets host-country housing and safety standards.

(e) Preliminary personnel requirements.

(i) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

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

(iii) All CAAF deploying in support of an applicable operation--

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commanders website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(i) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(ii) All other immunizations shall be obtained prior to arrival at the deployment center.

(iii) All CAAF and, as specified in the statement of work, select non-CAAF shall bring to the USCENTCOM AOR a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iv) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(v) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(vi) All deploying personnel have received personal security training. At a minimum, the training shall--

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

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

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

(vii) 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.

(viii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through--
A military-run training center; or

A web-based source, if specified in the contract or approved by the Contracting Officer.

Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that 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. 3261, et seq.);

The Contractor shall notify all personnel that—

(i) 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;

(ii) 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)) or non-U.S. nationals who commit crimes against U.S. nationals in those places; and

(iii) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(iv) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(v) Such employees will be provided victim and witness protection and assistance.

Processing and departure points. CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

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

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

Contractor Accountability and Personnel Data.

The Synchronized Predeployment and Operational Tracker (SPOT) is the joint web-based database to assist the Combatant Commanders in maintaining awareness of the nature, extent, and potential risks and capabilities associated with contracted support for contingency operations, humanitarian assistance and peacekeeping operations, or military exercises designated by USCENTCOM.

(1) Contractors shall account for all CAAF and non-CAAF personnel in SPOT by name.

(2) Registration. The Contractor shall comply with SPOT registration requirements.

(i) Contractor appointed company administrators for unclassified contracts shall register for a SPOT account at <https://spot.dmdc.mil>. For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.mil>.

(ii) Register in SPOT using one of the following log-in methods—

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(iii) The SPOT Customer Support Team must validate user need. This process may take 2 business days. Contractor representatives will be contacted to validate contractor administrator account requests and determine the appropriate level of user access.
Refer to the OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for the SPOT Business Rules, additional training resources, documentation regarding registration, and use of SPOT.

Compliance with SPOT.


(A) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to deployment to the designated operational area and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for applicable Contractor personnel.

(B) The Contractor shall ensure the in-theater arrival date (ITAD), deployment closeout dates and changes to the status of individual Contractor personnel relating to their ITAD and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

(ii) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities in accordance with FAR subpart 42.15, Contractor Performance Information.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officers representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must--

   (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

   (ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.
(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

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

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

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

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

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

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

(5) Upon redeployment or revocation by the Combatant Commander of the 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 USCENTCOM AOR.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USCENTCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

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

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

(End of clause)
(a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).

(b) Demobilization plan. The Contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractor's plans and ability to remove its personnel and equipment from the CJOA and to return Government property no later than 30 days after the expiration of the current period of performance.

(c) Demobilization plan implementation. Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractor's progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) Plan contents

(1) The plan shall identify the method of transportation (air, ground) the Contractor intends to use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or Contractor-furnished. If Government-furnished transportation is authorized, the plan must identify the contract term or condition which authorizes Government transportation of the personnel and equipment associated with this contract.

(2) The plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported and the timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name each individual, their nationality, their location in the CJOA, and provide a copy of the authorization. The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

(3) The plan shall identify all Contractor equipment and the timeline for accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause Inbound / Outbound Cargo and Contractor Equipment Census. The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.

(4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for vacating or returning that property to the Government, including proposed dates for conducting joint inspections.

(e) Demobilization requirements:

(1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.

(2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.

(3) The Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:

(i) The names of each individual requiring an extension.

(ii) The required extension period.

(iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if LOAs are extended.

(4) The Contractor shall close out their employees deployments with the proper status entered into the Synchronized Pre-Deployment Operational Tracker (SPOT) database (e.g. active, redeployed, no-shows, killed, injured) within 72 hours of their employees redeployment and, if applicable, release their personnel in SPOT.
(5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10 U.S.C. section 2575. Notwithstanding the previous sentence and the Government’s authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractor’s failure to perform in accordance with its demobilization plan.

(6) If the Contractor waives its interest to all lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.

(7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10 U.S.C. section 2575.

(8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged Government property in accordance with DFARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damages or deficiencies have been removed by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the lost.

(9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall arrange for the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employee’s badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon redeployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

I-250 252.239-7018 SUPPLY CHAIN RISK (DEVIATION 2018-00020) SEP/2018

(a) Definitions. As used in this clause—

*Information technology* (see 40 U.S.C 11101(6)) means, in lieu of the definition at FAR 2.1, any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.

(1) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that requires

(i) Its use; or

(ii) To a significant extent, its use in the performance of a service or the furnishing of a product.

(2) The term *information technology* includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

(3) The term *information technology* does not include any equipment acquired by a contractor incidental to a contract.

*Supply chain risk,* means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a covered system so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of such system (see 10 U.S.C. 2339a).

(b) The Contractor shall mitigate supply chain risk in the provision of supplies and services to the Government.

(c) In order to manage supply chain risk, the Government may use the authorities provided by 10 U.S.C. 2339a. In exercising these
authorities, the Government may consider information, public and non-public, including all-source intelligence, relating to a Contractors supply chain.

(d) If the Government exercises the authority provided in 10 U.S.C. 2339a to limit disclosure of information, no action undertaken by the Government under such authority shall be subject to review in a bid protest before the Government Accountability Office or in any Federal court.

(End of clause)
### SECTION J - LIST OF ATTACHMENTS

<table>
<thead>
<tr>
<th>Addenda</th>
<th>Title</th>
<th>Date</th>
<th>Number of Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment 0001</td>
<td>TEIS IV PERFORMANCE WORK STATEMENT (PWS)</td>
<td>01-SEP-2019</td>
<td>035</td>
</tr>
<tr>
<td>Attachment 0002</td>
<td>APPLICABLE DOCUMENTS - ISEC OPSEC PLAN 2017</td>
<td>01-AUG-2017</td>
<td>010</td>
</tr>
<tr>
<td>Attachment 0003</td>
<td>APPLICABLE DOCUMENTS - USAISEC DRAFTING GUIDE</td>
<td>01-APR-2018</td>
<td>006</td>
</tr>
<tr>
<td>Attachment 0004</td>
<td>APPLICABLE DOCUMENTS - USAISEC VIS SOFTWARE DESIGN CRITERIA</td>
<td>01-MAR-2018</td>
<td>028</td>
</tr>
<tr>
<td>Attachment 0005</td>
<td>APPLICABLE DOCUMENTS - SIPRNET TECH IMPLEMENTATION CRITERIA</td>
<td>01-SEP-2013</td>
<td>096</td>
</tr>
<tr>
<td>Attachment 0006</td>
<td>APPLICABLE DOCUMENTS - INSTRUCTIONAL GUIDE FOR DEVELOPING EIPS</td>
<td>01-MAY-2013</td>
<td>022</td>
</tr>
<tr>
<td>Attachment 0007</td>
<td>APPLICABLE DOCUMENTS - UFC</td>
<td>20-JUL-2012</td>
<td>073</td>
</tr>
<tr>
<td>Attachment 0008</td>
<td>APPLICABLE DOCUMENTS - I3A TECHNICAL CRITERIA - OSP</td>
<td>01-NOV-2017</td>
<td>092</td>
</tr>
<tr>
<td>Attachment 0009</td>
<td>APPLICABLE DOCUMENTS - DIN-W-ICAN-DI STANDARDS</td>
<td>05-DEC-2016</td>
<td>054</td>
</tr>
<tr>
<td>Attachment 0010</td>
<td>APPLICABLE DOCUMENTS - USAISEC CYBER SECURITY ASSESSMENT AND SECURITY ENGINEERING MANUAL</td>
<td>01-FEB-2019</td>
<td>028</td>
</tr>
<tr>
<td>Attachment 0011</td>
<td>CDRL A001 - CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0012</td>
<td>CDRL A002 - CONTRACTOR'S MANPOWER AND CAC ACCOUNTABILITY REPORT</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0013</td>
<td>CDRL A003 - IN-PROGRESS REVIEWS</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0014</td>
<td>CDRL A004 - INVOICE REFERENCE SPREADSHEET</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0015</td>
<td>CDRL A005 - QUALITY CONTROL PLAN</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0016</td>
<td>CDRL A006 - SAFETY PROGRAM PLAN</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0017</td>
<td>CDRL A007 - CONTRACTOR OPERATIONS SECURITY (OPSEC) PLAN</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0018</td>
<td>QASP</td>
<td>28-AUG-2019</td>
<td>006</td>
</tr>
<tr>
<td>Attachment 0019</td>
<td>LABOR CATEGORY DESCRIPTIONS</td>
<td>28-AUG-2019</td>
<td>015</td>
</tr>
<tr>
<td>Attachment 0020</td>
<td>TEIS IV DD254</td>
<td>18-SEP-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0021</td>
<td>ST-1 SAMPLE TASK 1 - CYBERSECURITY PKS</td>
<td>28-AUG-2019</td>
<td>021</td>
</tr>
<tr>
<td>Attachment 0022</td>
<td>ST-1 ESS NETWORK HW-SW LIST</td>
<td>28-AUG-2019</td>
<td>001</td>
</tr>
<tr>
<td>Attachment 0023</td>
<td>ST-1 ESS NETWORK DIAGRAM</td>
<td>28-AUG-2019</td>
<td>001</td>
</tr>
<tr>
<td>Attachment 0024</td>
<td>ST-1 ESS PORTS AND PROTOCOLS LIST</td>
<td>28-AUG-2019</td>
<td>001</td>
</tr>
<tr>
<td>Attachment 0025</td>
<td>ST-1 ITV HW-SW LIST</td>
<td>28-AUG-2019</td>
<td>001</td>
</tr>
<tr>
<td>Attachment 0026</td>
<td>ST-1 ITV CONOPS DIAGRAMS</td>
<td>28-AUG-2019</td>
<td>008</td>
</tr>
<tr>
<td>Attachment 0027</td>
<td>ST-1 ITV PORTS AND PROTOCOLS LIST</td>
<td>28-AUG-2019</td>
<td>001</td>
</tr>
<tr>
<td>Attachment 0028</td>
<td>ST-1 NC HW-SW LIST</td>
<td>28-AUG-2019</td>
<td>001</td>
</tr>
<tr>
<td>Attachment 0029</td>
<td>ST-1 NC BLOCK DIAGRAM LAYOUT</td>
<td>28-AUG-2019</td>
<td>001</td>
</tr>
<tr>
<td>Attachment 0030</td>
<td>ST-1 NC PORTS AND PROTOCOLS LIST</td>
<td>28-AUG-2019</td>
<td>001</td>
</tr>
<tr>
<td>Attachment 0031</td>
<td>ST-1 CDRL SE001 WEEKLY PROJECT REPORT</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0032</td>
<td>ST-1 CDRL SE003 PRE DEPLOYMENT MEETING</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0033</td>
<td>ST-1 CDRL SE004 TEST READINESS REVIEW QUESTIONNAIRE</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0034</td>
<td>ST-1 CDRL SE005 IN-BRIEF</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0035</td>
<td>ST-1 CDRL SE006 DAILY PROJECT REPORT</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0036</td>
<td>ST-1 CDRL SE007 OUT-BRIEF</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0037</td>
<td>ST-1 CDRL SE008 POST DEPLOYMENT MEETING</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0038</td>
<td>ST-1 CDRL SE009 DCAFS</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0039</td>
<td>ST-1 CDRL SE011 EMASS UPLOAD-DOWNLOAD</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0040</td>
<td>ST-1 CDRL SE012 TEST DATA</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0041</td>
<td>ST-1 CDRL SE013 DATA ANALYSIS WORK PRODUCTS</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0042</td>
<td>ST-1 CDRL SE014 IAVA COMPLIANCE REPORT</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0043</td>
<td>ST-1 CDRL SE015 STIG COMPLIANCE REPORT</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0044</td>
<td>ST-1 CDRL SE016 SE ASSESSMENT REPORT</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0045</td>
<td>ST-1 CDRL SE017 DOCUMENTATION EVALUATION REPORT</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0046</td>
<td>ST-1 CDRL SE018 POAM</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0047</td>
<td>ST-1 CDRL SE019 EXECUTIVE SUMMARY</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0048</td>
<td>ST-1 CDRL SE021 RISK CALCULATOR</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0049</td>
<td>ST-1 CDRL SE022 SCA</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0050</td>
<td>ST-1 CDRL SE023 SCA-V REC MEMO</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0051</td>
<td>ST-2 SATELLITE COMMUNICATIONS</td>
<td>28-AUG-2019</td>
<td>011</td>
</tr>
<tr>
<td>Attachment 0052</td>
<td>ST-2 CDRL TS24 SITE SURVEY REPORT</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0053</td>
<td>ST-2 CDRL TS25 EIP</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0054</td>
<td>ST-2 CDRL TS26 PROJECT CONCURRENCE MEMO</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0055</td>
<td>ST-2 CDRL TS27 SYSTEMS ACCEPTANCE TEST PLAN</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>List of Addenda</td>
<td>Title</td>
<td>Date</td>
<td>Number of Pages</td>
</tr>
<tr>
<td>----------------</td>
<td>----------------------------------------------------------------------</td>
<td>------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Attachment 0056</td>
<td>ST-2 CDRL TS28 INSTALLATION SCHEDULE</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0057</td>
<td>ST-2 CDRL TS29 TRIP REPORT</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0058</td>
<td>ST-2 CDRL TS30 SYSTEM DESIGN PLAN (SDP)</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0059</td>
<td>ST-3 TECHNOLOGIES</td>
<td>28-AUG-2019</td>
<td>010</td>
</tr>
<tr>
<td>Attachment 0060</td>
<td>ST-3 CDRL TS08 FACILITY WIRING DESIGN CRITERIA (FWDC)</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0061</td>
<td>PAST PERFORMANCE REFERENCE LIST (PART A)</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0062</td>
<td>PAST PERFORMANCE INFORMATION SUMMARY (PART B)</td>
<td>28-AUG-2019</td>
<td>003</td>
</tr>
<tr>
<td>Attachment 0063</td>
<td>PAST PERFORMANCE QUESTIONNAIRE</td>
<td>28-AUG-2019</td>
<td>005</td>
</tr>
<tr>
<td>Attachment 0064</td>
<td>CONUS/HIGH CONUS/OCONUS LABOR RATES</td>
<td>28-AUG-2019</td>
<td>001</td>
</tr>
<tr>
<td>Attachment 0065</td>
<td>SMALL BUSINESS PARTICIPATION COMMITMENT DOCUMENT (SBPCD)</td>
<td>28-AUG-2019</td>
<td>009</td>
</tr>
<tr>
<td>Attachment 0066</td>
<td>JOINT VENTURE/TEAMING INFORMATION</td>
<td>28-AUG-2019</td>
<td>001</td>
</tr>
<tr>
<td>Attachment 0067</td>
<td>ESTIMATED WORK BREAKOUT</td>
<td>28-AUG-2019</td>
<td>001</td>
</tr>
<tr>
<td>Attachment 0068</td>
<td>COCHISE COUNTY, AZ WAGE DETERMINATIONS</td>
<td>02-AUG-2019</td>
<td>020</td>
</tr>
<tr>
<td>Attachment 0069</td>
<td>FAIRFAX, VA WAGE DETERMINATIONS</td>
<td>16-JUL-2019</td>
<td>020</td>
</tr>
<tr>
<td>Attachment 0070</td>
<td>DD254 APPENDIX B ICD 503</td>
<td>15-SEP-2018</td>
<td>010</td>
</tr>
<tr>
<td>Attachment 0071</td>
<td>DD254 APPENDIX B ICD 704</td>
<td>01-OCT-2018</td>
<td>005</td>
</tr>
<tr>
<td>Attachment 0072</td>
<td>DD254 APPENDIX B IC TECH SPE FOR ICD ICS 705</td>
<td>28-SEP-2017</td>
<td>174</td>
</tr>
<tr>
<td>Attachment 0073</td>
<td>DD254 APPENDIX B DODM 5105 VOL 1</td>
<td>19-OCT-2012</td>
<td>052</td>
</tr>
<tr>
<td>Attachment 0074</td>
<td>DD254 APPENDIX B ARMY HANDBOOK FOR SCI</td>
<td>31-MAY-2015</td>
<td>065</td>
</tr>
</tbody>
</table>
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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

<table>
<thead>
<tr>
<th>Regulatory Cite</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-1</td>
<td>252.203-7005  REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS</td>
<td>NOV/2011</td>
</tr>
<tr>
<td>K-2</td>
<td>252.204-7008  COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS</td>
<td>OCT/2016</td>
</tr>
<tr>
<td>K-3</td>
<td>252.227-7017  IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE</td>
<td>JAN/2011</td>
</tr>
<tr>
<td>K-4</td>
<td>252.227-7028  TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT</td>
<td>JUN/1995</td>
</tr>
<tr>
<td>K-5</td>
<td>52.204-8      ANNUAL REPRESENTATIONS AND CERTIFICATIONS</td>
<td>OCT/2018</td>
</tr>
</tbody>
</table>

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541512.

(2) The small business size standard is $30M in annual revenue.

(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, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), 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 for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;
(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, 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.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $80,3173, the provision with its Alternate II applies.

(D) If the acquisition value is $80,317 or more but is less than $100,000, the provision with its Alternate III applies.

(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representations and Certifications. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.204-20, Predecessor of Offeror.

___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification.

___ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.

___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through https://www.sam.gov. After reviewing the SAM 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.

<table>
<thead>
<tr>
<th>FAR Clause #</th>
<th>Title</th>
<th>Date</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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-6 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS JUN/2019

Substitute the following paragraphs (b), and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education.
(ii) 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.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(viii) 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 American—Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American—Free Trade Agreements—Balance 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.

<table>
<thead>
<tr>
<th>FAR/DFARS Provision #</th>
<th>Title</th>
<th>Date</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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-7 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT AUG/2019

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

"Covered telecommunications equipment or services", "Critical Technology", and "Substantial or essential component" have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. The Offeror represents that--

It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer--

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

K-8 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS OCT/2018

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(i) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

   (i) In a criminal proceeding, a conviction.

   (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

   (iii) In an administrative proceeding, a finding of fault and liability that results in--

         (A) The payment of a monetary fine or penalty of $5,000 or more; or

         (B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

   (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(ii) 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, which can be accessed via https://www.sam.gov.

(End of provision)

(b) Certification. [Offeror shall check either (1) or (2).]

   ____ (1) The Offeror certifies that--

   (i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at https://www.state.gov/t/avc/rls/rpt/; and

   (ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at https://www.state.gov/t/avc/rls/rpt/; or

   ____ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(i) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by
(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless--

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has--

(i) Waived application under U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)
must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[ ] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _________________________

Name and Address of Cognizant ACO or Federal Official Where Filed:

_______________________________________________________________

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _________________________

Name and Address of Cognizant ACO or Federal Official Where Filed:

_______________________________________________________________

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[ ] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[ ] (4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.
The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts. The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] Yes  [ ] No

(End of provision)
This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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

<table>
<thead>
<tr>
<th>Regulatory Cite</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>L-1</td>
<td>52.204-7 SYSTEM FOR AWARD MANAGEMENT</td>
<td>OCT/2018</td>
</tr>
<tr>
<td>L-2</td>
<td>52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING</td>
<td>JUL/2016</td>
</tr>
<tr>
<td>L-3</td>
<td>52.204-22 ALTERNATIVE LINE ITEM PROPOSAL</td>
<td>JAN/2017</td>
</tr>
<tr>
<td>L-4</td>
<td>52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE</td>
<td>JAN/2017</td>
</tr>
<tr>
<td>L-5</td>
<td>52.215-16 FACILITIES CAPITAL COST OF MONEY</td>
<td>JUN/2003</td>
</tr>
<tr>
<td>L-6</td>
<td>52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT</td>
<td>OCT/2009</td>
</tr>
<tr>
<td>L-7</td>
<td>52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES</td>
<td>FEB/1993</td>
</tr>
<tr>
<td>L-8</td>
<td>252.215-7013 SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS</td>
<td>JAN/2018</td>
</tr>
<tr>
<td>L-9</td>
<td>52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE</td>
<td>APR/2008</td>
</tr>
</tbody>
</table>

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X ] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

L-10 52.233-2 SERVICE OF PROTEST SEP/2006

(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:

Army Contracting Command - APG
Huachuca Division
Attention: Karen E Billick, Contracting Officer
2133 Cushing Street Building 61801 Room 2637
Fort Huachuca, AZ 85613-7070

(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-11 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):

(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.

(End of clause)

L-13 FORMAL COMMUNICATIONS

1. The points of contact for this solicitation are the Contracting Officer, Mrs. Karen E. Billick at (520) 538-8834, and the Contract Specialist, Mrs. Adelle Kostur, at (520) 538-6383. All questions pertaining to this solicitation and its attachments should be sent via e-mail to "mailto:usarmy.huachuca.cecom.mbx.teis-iv-usaisec@mail.mil." This will allow the contracting office to track and document all industry questions. The applicable Performance Work Statement (PWS) paragraph number and solicitation reference shall precede all questions.

2. The solicitation, amendments, notices and other information will be made available on the betaSAM.gov website at https://beta/sam.gov.

3. Offerors are advised to join the vendor notification service on the FBO website, and request e-mail notification of updates, changes and additions to the solicitation. Offerors are cautioned that the email notification system may not operate consistently. Therefore, Offerors are advised to monitor the website continuously in order to obtain information in a timely manner.

L-14 PRE-SOLICITATION CONFERENCE

1. Industry Day is anticipated to occur on or about 1 October 2019.

2. Questions and/or responses discussed at the pre-solicitation conference will be posted on the FBO website. All questions will be submitted to the Contracting Officer and Contract Specialist via email at "mailto:usarmy.huachuca.cecom.mbx.teis-iv-usaisec@mail.mil" by 4:00pm AZ time on 15 October 2019. The Government does not guarantee that it will answer any questions received later than this date. The conference agenda, unclassified briefing slides, attendance log, and written response to all questions will be provided to all Offerors via FBO.

L-15 DISPOSITION OF PROPOSALS

After proposal evaluation and contract award, the Contracting Officer will retain a single copy of all original proposals. Any additional copies will be destroyed by the Government. A destruction certificate will not be furnished.

L-16 INSTRUCTIONS FOR PROPOSAL PREPARATION

1. PROPOSAL SUBMISSION:

A. Electronic submission of the proposal is mandatory, in accordance with the due date and time listed in the Request for Proposals (RFP). Each Offeror shall submit only one proposal, with cover letter, which addresses all Government requirements outlined in the solicitation. Offerors shall submit the proposals, with cover letter, by 30 December 2019 by 4:00pm AZ time. Offerors must ensure that Past Performance references return the Past Performance Questionnaire by the due date and time for proposal submission. The use of hyperlinks in proposals is prohibited. Video submissions are not permitted. Proposals shall not contain classified data.

B. Proposals shall be sent electronically using the Department of Defense Safe Access File Exchange (DOD SAFE) web portal. The DOD SAFE website is located at://safe.apps.mil

The features of DOD SAFE include:

1. 8GB total file size limitation per drop-off (file package).
2. Multiple files can be sent per drop-off. Maximum of 25 files.
3. Guest users (users without DoD CACs) can only send solicited drop-off packages. This requires CAC users to request a drop-off package.
4. Files can be sent to multiple recipients (CAC card holders only).
5. Recipients have seven (7) days to retrieve a file. After seven (7) days the file package will be deleted from the site.

Please note that files transferred via DOD SAFE must be unclassified. Files containing Personally Identifiable Information (PII), Protected Health Information (PHI), or Sensitive/For Official Use Only (FOUO) data must be encrypted and marked in the upload process.

For more information/instructions on DOD SAFE, please view the Help section of the DOD SAFE website.

When Offerors are ready to upload and send files:
1. Send an e-mail to *mailto:usarmy.huachuca.cecom.mbx.teis-iv-usaisec@mail.mil* indicating that your proposal is ready for upload.
   a. The Government will request a Drop-off on behalf of the Offeror to DOD SAFE. This initiates the process to enable non-CAC holders the ability to utilize DOD SAFE.
   b. Once the Government initiates the request for Drop-off, the Government will receive a confirmation notice that the request has been sent to the email address provided by Offeror. This confirmation will be captured and sent to the Offeror directly. It contains the information required for the Offeror to submit its documentation prior to receiving formal notification from DOD SAFE.
   c. Allow up to 24 hours for DOD SAFE to provide the formal notification.
   d. Once you receive your drop-off package request, go to the link identified in the formal request sent by DOD SAFE, or in the Confirmation data provided by the Government after the drop-off has been requested.
   e. In the provide an email to give access to, ensure access is provided to *mailto:usarmy.huachuca.cecom.mbx.teis-iv-usaisec@mail.mil*, Mrs. Adelle Kostur (adelina.j.kostur.civ@mail.mil) and Mrs. Karen E Billick (karen.e.billick.civ@mail.mil).
   f. In addition, provide an email notification to *mailto:usarmy.huachuca.cecom.mbx.teis-iv-usaisec@mail.mil*, Mrs. Adelle Kostur (adelina.j.kostur.civ@mail.mil), and Mrs. Karen E Billick (mailto:karen.e.billick.civ@mail.mil) that the proposal has been fully uploaded.
   g. Attempts to email the proposals directly in full or in part will not constitute proposal delivery. Offerors are cautioned not to wait until the last minute to upload proposal documents in case of system error or failure. This could result in late submissions, see L-16.2 below. It is incumbent upon the Offeror to ensure timely submittal and receipt of proposals.

2. LATE SUBMISSION. The date and time on the email from the DOD SAFE website will be used to determine whether the electronic submission is timely. Late submissions will not be considered in accordance with FAR 52.215-1.

3. PERIOD FOR ACCEPTANCE OF OFFERS. The Offeror agrees to hold firm the prices in its offer for 180 calendar days from the date specified for receipt of offers.

4. ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS. Should amendments be issued to this solicitation, the Offeror shall acknowledge by signing the Standard Form (SF) 30 entitled Amendment of Solicitation/Modification of Contract and include it in the GENERAL volume of the proposal submission.

5. REQUESTS FOR CLARIFICATION (RFC). The Offeror’s requests for RFP clarifications should be submitted directly to the Contracting Officer, via e-mail, *mailto:usarmy.huachuca.cecom.mbx.teis-iv-usaisec@mail.mil*, not later than 05 December 2019 by 4:00pm AZ time. The Government does not guarantee it will answer any requests for clarification received later than this date.

Requests for clarification that result in specific information necessary to submit proposals will be provided to all Offerors via the FBO website. Therefore, questions/comments shall exclude company names, shall not include proprietary information, or any other identifying information. **NOTE:** The Government is not obligated to provide responses to all RFCs, but will consider them and incorporate changes into the RFP as deemed necessary. Offerors are required to continuously monitor the FBO website for RFP amendments and other information regarding the acquisition.

L-17 DISCUSSIONS

1. AWARDS WITHOUT DISCUSSIONS:

   A. In accordance with contract provision 52.215-1, INSTRUCTIONS TO OFFERORS COMPETITIVE ACQUISITION (Jan 2017), the Government intends to award a contract without discussions, but reserves the right to hold discussions, if necessary. Since Offerors may correct deficiencies, as defined in FAR 15.001, only through discussions, Offerors are cautioned to examine this solicitation in its entirety and to ensure that their proposals contain all necessary information, provides all required documentation, and are complete in all aspects. The Government reserves the right to conduct discussions as set forth in FAR 15.306(b).

   B. In accordance with FAR 15.306(d), should discussions take place, all Offerors in the competitive range will be allowed a
minimum of 14 calendar days to submit Final Proposal Revisions.

C. If discussions are conducted with Offerors in the competitive range, the Government will issue Items for Negotiation (IFNs) through the Offerors group e-mail address, as instructed in L-16.2. Detailed instructions for response and submission will be provided at time of issuance of the IFNs. The Offerors responses to IFNs shall include any change page(s) necessary to the proposal. The revision (electronic page change) shall be attached to the electronic responses, and submitted to the Government via the designated email address.

Each revision (electronic page change) shall be identified by date and revision number in the footer. New or changed information shall be identified by a vertical line in the margin next to the change or addition and by using redline and strikeout features.

Once IFNs have been issued and electronic responses submitted, the Offeror shall submit (hand-carried or by mail) an updated electronic version on CD/DVD of the full volume(s), to include all revised documents with redlines and/or highlighted changes based on all IFN responses to date. The due date for the revised volume(s) will be provided and coordinated, via e-mail, through the Contract Specialist, Ms. Kostur at "mailto:usarmy.huachuca.cecom.mbx.teis-iv-usaisec@mail.mil". The file name for the revised electronic version shall be entitled with the revision number. For example, the first time Volume 2 is updated, the filename shall be V2-ContractsV1.docx and the second update will be V2-ContractsV2.docx. Please ensure that revised CD/DVDs contain the same information as provided in the revision (electronic page change) attached to the IFN response. The Government may rely on either version at its own discretion.

2. THE OFFEROR MUST PROVIDE A GROUP E-MAIL ADDRESS FOR GOVERNMENT COMMUNICATIONS.

The group e-mail address shall be provided in the cover letter submitted with the proposal. The e-mail address will be used by the Government for communications from the Contracting Officer or Contract Specialist. Because important communications e-mailed to only one person might go unnoticed if that person is out of the office for a period of time, a group e-mail address will help ensure that the Offeror is aware of any Government notifications.

L-18 PROPOSAL STRUCTURE

1. In order to be considered for selection, the Offeror must submit a complete response to this solicitation using the sequence and format instructions provided in L-19. All information pertaining to each Volume and Factor shall be confined to the appropriate proposal volume in order to facilitate independent evaluation. Proposals shall be clear and concise, logically assembled (with all pages appropriately numbered) and indexed and cross-indexed to applicable parts of the Performance Work Statement or Request for Proposal, as appropriate. To reduce proposal size, the Offeror shall confine submission to essential matters sufficient to define the proposal, and provide an adequate basis for evaluation. No cost information shall be presented in any part of the proposal except the cost proposal. Proposal volumes shall not contain classified data. ZIPPED FILES are NOT permitted.

2. Offerors are hereby notified that the content of electronic copies of the proposal must be identical to the CD/DVD copy proposal submitted in response to this solicitation. The Government is not responsible for identifying inconsistencies between the two and may rely on either version at its discretion.

3. The Offeror's proposal shall consist of five volumes. The volumes are:

   1 - General
   2 - Technical Factor
   3 - Past Performance Factor
   4 - Cost/Price Factor
   5 - Small Business Participation Factor

L-19 FORMAT

1. PROPOSAL SUBMISSION. Each Offeror's proposal shall be provided in Microsoft Office products (acceptable MS Excel file extension is .xlsx, acceptable MS Word file extension is .docx, and acceptable MS Project file extension is .mpp). Adobe Acrobat version 11 or less shall be used to create the PDF files. Do not password protect any document. Offerors shall submit proposal files under the associated filenames and file formats identified in Table L1 below. Security permissions on ".pdf," ".xlsx," and ".docx" files shall be set to allow the Government to search, select, cut, paste, and print text and graphics. All MS Excel formulas and hidden columns shall be viewable by the evaluators. Each volume shall be labeled appropriately. For Volume 1, each sub-factor shall be submitted as its own document.

2. PAGINATION. Applicable to Volumes 1 through 5. All pages of the proposal shall be numbered using a uniform page numbering system consisting of the date, solicitation number, volume number, and volume title on each page of the proposal (this information may be included in a header/footer). Page numbers, headers, and footers may be outside the page margins, and are not bound by the font,
3. **PAGE LIMIT.** Proposal page limitations are applicable to this procurement. Table L1 below indicates the applicable maximum page count for each volume and file of the Offeror's proposal. Files shall be submitted in the format indicated in the table. MS Word (.docx) files shall use the following page set-up parameters:

- Margins Top, Bottom, Left, Right-1"
- Gutter-0"
- From Edge Header, Footer-0.5"
- Page Size, Width-8.5"
- Page Size, Height-11"

Fold-outs are limited up to 11" x 17" and are permissible for Volume 2 and 4 only. Portrait format or landscape format with a standard 12-point minimum font size applies. Arial font is required. Fold-outs pages will be counted as one page.

The following additional restrictions apply:

- Line spacing shall be no less than single space. Each paragraph shall be separated by at least one blank line. A standard, 12-point minimum font size applies. Arial font is required. Characters shall be set at no less than normal spacing and 100 percent scale. For tables and illustrations, Offerors may use a Times New Roman or Arial font size not less than 10-point and may be landscape. Page numbers, company logos, and headers and footers may be within the page margins ONLY, and are not bound by the 12-point font requirement. Footnotes to text shall not be used. If the Offeror submits annexes, appendices, attachments, or other documentation not specifically required by this solicitation, such will count against the Offerors page limitations unless otherwise indicated in the specific Volume instructions below. Pages in violation of these instructions, either by exceeding margin, font, or spacing restrictions, or by exceeding the total page limit for a particular volume or file will not be evaluated. Pages not evaluated due to violation of the margin, font, or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they are displayed in the print layout view.

4. **Page Limit Exceptions.** The following documents are excluded from the page limitation requirements as described in the table below and, further, do not require page numbering: cover page, table of contents, compliance matrices, indices, list of tables, glossary of abbreviations, list of acronyms, staffing worksheets, Past Performance List of References, and the Cost Volume, all Excel worksheets and all .mmp documents.

5. Offerors are cautioned not to include prices in any volume other than Volume 4, Cost. Offerors shall provide a sanitized and unsanitized version of Volume 2, Technical Approach. An Unsanitized Technical Volume is a complete Technical proposal that include all required information. A Sanitized Technical proposal shall exclude all company names and any other identifying information.

**TABLE L1: Proposal Page Limitations**

<table>
<thead>
<tr>
<th>Title</th>
<th>Page Limitation</th>
<th>Proposal File Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volume 1 GENERAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General*</td>
<td>No Limit</td>
<td>V1 - General.docx</td>
</tr>
<tr>
<td>Adequate Business Systems*</td>
<td>No Limit</td>
<td>V1 Systems.pdf</td>
</tr>
<tr>
<td>Small Business Subcontracting Plan* (Required</td>
<td>No Limit</td>
<td>V1 SBSP.pdf</td>
</tr>
<tr>
<td>for Other Than Small Business Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joint Venture (JV)/Teaming Arrangement*</td>
<td>No Limit</td>
<td>V1 Teaming.xlsx</td>
</tr>
<tr>
<td>Quality Control Plan*</td>
<td>25 pages</td>
<td>V1 QualityControl.docx</td>
</tr>
<tr>
<td>Solicitation</td>
<td>N/A</td>
<td>V1 - Solicitation.pdf</td>
</tr>
<tr>
<td>Amendments (if applicable)</td>
<td>N/A</td>
<td>V1 - Amend000X.pdf</td>
</tr>
<tr>
<td>Volume 2 TECHNICAL FACTOR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subfactor A Sample Task</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sample Task 1 Approach*</td>
<td>25 pages for the</td>
<td>V2 SampleTask1.docx</td>
</tr>
<tr>
<td>*(includes the Quality Control and Risk</td>
<td>&quot;sanitized&quot; copy and</td>
<td></td>
</tr>
<tr>
<td>Mitigation Plans specific to this sample task)</td>
<td>&quot;unsanitized&quot; copy</td>
<td></td>
</tr>
<tr>
<td>Sample Task 1 WBS (includes BOE)</td>
<td>No Limit</td>
<td>V2 SampleTask1WBS.docx</td>
</tr>
<tr>
<td>Sample Task 1 Project Schedule</td>
<td>No Limit</td>
<td>V2 SampleTask1Schedule.mpp</td>
</tr>
<tr>
<td>Sample Task 2 Approach*</td>
<td>25 pages for the</td>
<td></td>
</tr>
<tr>
<td>Name of Offeror or Contractor:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(includes the Quality Control</td>
<td></td>
<td></td>
</tr>
<tr>
<td>and Risk Mitigation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plans specific to this</td>
<td></td>
<td>&quot;sanitized&quot; copy and</td>
</tr>
<tr>
<td>sample task)</td>
<td></td>
<td>&quot;unsanitized&quot; copy</td>
</tr>
<tr>
<td>Sample Task 2 WBS (includes</td>
<td>No Limit</td>
<td>V2 SampleTask2WBS.docx</td>
</tr>
<tr>
<td>BOE)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sample Task 2 Project Schedule</td>
<td>No Limit</td>
<td>V2 SampleTask2Schedule.mpp</td>
</tr>
<tr>
<td>Sample Task 3 Approach*</td>
<td>30 pages for the</td>
<td>V2 SampleTask3.docx</td>
</tr>
<tr>
<td>(includes the Quality Control</td>
<td>&quot;sanitized&quot; copy and</td>
<td></td>
</tr>
<tr>
<td>and Risk Mitigation</td>
<td>&quot;unsanitized&quot; copy</td>
<td></td>
</tr>
<tr>
<td>Plans specific to this</td>
<td></td>
<td></td>
</tr>
<tr>
<td>sample task)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sample Task 3 WBS (includes</td>
<td>No Limit</td>
<td>V2 SampleTask3WBS.docx</td>
</tr>
<tr>
<td>BOE)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sample Task 3 Project Schedule</td>
<td>No Limit</td>
<td>V2 SampleTask3Schedule.mpp</td>
</tr>
<tr>
<td>Subfactor B Management</td>
<td>30 pages</td>
<td>V2 Management.docx</td>
</tr>
<tr>
<td>Management Plan*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recruitment and Retention *</td>
<td>10 pages For the Prime</td>
<td>V2 SkilledWorkForce.docx</td>
</tr>
<tr>
<td></td>
<td>5 pages per major Sub**</td>
<td></td>
</tr>
<tr>
<td>Volume 3 PAST PERFORMANCE FACTOR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Past Performance Reference List (PART A)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prime Offeror</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section J Attachment 0061</td>
<td>Past Performance Reference List (PART A), provide no less than 3, but no more than 5 referenced contracts.</td>
<td></td>
</tr>
<tr>
<td>Major Sub-Contractor**</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section J Attachment 0061</td>
<td>Past Performance Reference List PART A), no less than 2 but no more than 3 contracts referenced.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>V3 PP Part A.docx</td>
<td></td>
</tr>
<tr>
<td>Past Performance Information Summary (PPIS) (PART B)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prime Offeror</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section J Attachment 0062</td>
<td>Past Performance Information Summary (PPIS) (PART B). Five (5) page limit per referenced contract.</td>
<td></td>
</tr>
<tr>
<td>Major Sub-Contractor**</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>V3 PP Part B.docx</td>
<td></td>
</tr>
<tr>
<td>Past Performance Questionnaire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section J Attachment 0063</td>
<td>Past Performance Questionnaire</td>
<td></td>
</tr>
<tr>
<td></td>
<td>V3- PP Questionnaire</td>
<td></td>
</tr>
<tr>
<td>Volume 4 COST/PRICE FACTOR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONUS/High CONUS/OCONUS</td>
<td>No Limit</td>
<td>V4 TEIS Labor rates.xlsx</td>
</tr>
<tr>
<td>Labor Rates</td>
<td></td>
<td>V4 PriceMeth.docx (part in PDF see section L-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>20 Item 4.B)</td>
</tr>
<tr>
<td>Pricing Methodology*</td>
<td>No Limit</td>
<td></td>
</tr>
<tr>
<td>Volume 5 SMALL BUSINESS PARTICIPATION FACTOR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Small Business Participation*</td>
<td>15 pages</td>
<td>V5 SBP.docx</td>
</tr>
<tr>
<td>Required for all Offerors)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Small Business Participation</td>
<td></td>
<td>Section J Attachment 0065</td>
</tr>
</tbody>
</table>
6. Proposal Revisions. If discussions are determined necessary, all proposal revisions shall be submitted as a complete electronic resubmission of the affected electronic file. Electronic resubmissions shall conform to the guidance provided herein, unless otherwise stated.

A. Evaluation Notices (ENs) Response. The Government will issue ENs through the Offeror's group e-mail address, as instructed in L.17.2. Detailed instructions for response and submission will be provided at the time of issuance of the EN. The Offeror's responses to ENs shall include any change page(s) necessary to the proposal. The revision (electronic page change) shall be attached to the electronic responses, and submitted to the Government via the designated email address.

B. Each revision (electronic page change) shall be identified by date and revision number in the footer. New or changed information shall be identified by a vertical line in the margin next to the change or addition and by using redline and strikeout features.

C. Once ENs have been issued and electronic responses submitted, the Offeror shall submit (hand-carried or by mail) an updated electronic version on CD/DVD of the full volume(s), to include all revised document with relines and/or highlighted changes based on all EN responses to date. The due date for the revised volume(s) will be provided and coordinated, via e-mail, through the Contract Specialist, Ms. Kostur at usarmy.huachuca.cecom.mbx.teis-iv-usaisec@mail.mil. The file name for the revised electronic version shall be entitled with the revision number. For example, the first time Volume 2 is updated, the filename shall be V2- Contracts.docx and the second update will be V2- Contractsv2.docx. Please ensure that revised CD/DVDs contain the same information as provided in the revision (electronic page change) attached to the EN response. The Government may rely on either version at its own discretion.

L-20 CONTENT

1. VOLUME 1 GENERAL.

A. Proposal Transmittal Letter. A letter formally transmitting the proposal shall include the following:

B. Statement of Compliance. Each Offeror shall include a statement indicating complete compliance with the solicitation, or detailed analysis of any objections, exceptions, contingencies, or additions. Any objections, exceptions, contingencies, or additions shall include an appropriate rationale and must be cross referenced to the particular paragraph(s) in the solicitation document to which they apply.

Offerors are cautioned that they take exception to any requirements (including objectives and constraints) or Terms and Conditions of the solicitation at their own risk. The Government may, at its option, reject an offer which contains any such exceptions. Nonetheless, any exception taken by the Offeror, at its own risk, shall be identified in the Statement of Compliance.

If no exceptions are taken, the Offeror shall include the following statement in the Statement of Compliance:

[Name of Offeror] takes no exception to any requirement or Terms and Conditions of Solicitation No. W91RUS-19-R-XXXX, USAISEC TEIS IV.

C. Proprietary Information. Each Offeror shall include a statement indicating whether the Offeror intends to make use of any proprietary or patent information. In the event that use of such information is anticipated, the specific areas of use by the Offeror and its subcontractors must be clearly defined, including the level of rights that are applicable. Each Offeror shall indicate the cost to the Government for acquisition of each and all proprietary information identified in the proposal. Each Offeror shall carefully complete the appropriate representations and certifications, keeping in mind the above requirements.

D. Format and Content. Each Offeror shall describe any deviations of its proposal from the specified format. If the content of the Offeror's proposal differs significantly from these guidelines, Offerors shall state the differences and explain the reason for the differences.

E. DoD Security Clearance. The National Industrial Security System (NISS), maintained by the Defense Counterintelligence and
Security Agency (DCSA), is the repository of information about DoD cleared contractor facilities. Each Offeror shall provide, as part of its proposal, a screenshot from the National Industrial Security Program (NISP) Central Access Information Security System (NCAISS) that verifies the Offeror's Facility Clearance Level and safeguarding capability of the NISP contractor. If an Offeror has an alternative business arrangement, such as a Joint Venture (JV), either the JV or each JV member may provide a screenshot from the Industrial Security Facilities Database (ISFD) system verifying the JV or its members Facility Clearance Level and safeguarding capability. To access the system, enter the following URL in the browser: https://ncaiss.dss.mil/dss-cac-login/cert/login. If you need assistance, then please call the DoD Security Services Call Center at 888-282-7682, options 2 and then 2. Include a statement certifying that all personnel employed to perform under the resultant contract meet the qualifications (to include the requisite security clearances, and National Agency Checks) in the DD Form 254 - Contract Security Classification Specification at Section J, as of the performance start date. Along with this statement please provide the following for both the Prime and Subcontractor(s):

- DUNS Number
- Cage Code
- Legal Company Name (identify all aka or dba names used also)
- Complete physical address of cleared facility, which will have primary security responsibility
- Facility Clearance Level

F. DCAA and DCMA Points of Contact. Each Offeror shall provide its cognizant field office information to include the point of contact's name, address, phone number, and e-mail address. Offerors shall include this information for all subcontractors.

G. Direct Billing Authorization. Contractors approved by DCAA for direct billing authorization shall provide, as part of their proposals, a copy of their DCAA direct billing authorization memorandum. This memorandum is required to be signed by the cognizant DCAA office manager and state that the contractor has adequate internal controls over its billing system and submits incurred cost proposals and final vouchers per FAR 52.216-7; therefore, provisional DCAA approval of interim vouchers is not needed.

H. Adequate Business Systems. In accordance with FAR Clause 52.245-1, the Contractor shall demonstrate how it initiates and maintains the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall demonstrate how it establishes and maintains procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self-assessments, or audits. Also in accordance with FAR 16.301-3(a), cost reimbursement contracts may be used only when the contractors accounting system and its Estimating and Purchasing Systems is adequate for accumulating and billing costs applicable to the contract. Offerors are required to submit with their proposals evidence that their accounting system is adequate for determining costs applicable to a cost reimbursement contract and adequate for segregating costs for change order accounting in accordance with DFARS 252.242-7066. An Offeror's accounting system must be deemed adequate as a condition of award.

The Offeror shall provide the Government with the current status (e.g. approved, disapproved, acceptable, adequate, or inadequate) of its accounting system and its Estimating and Purchasing Systems, including any reports or other correspondence received from Defense Contract Audit Agency (DCAA) and Defense Contract Management Agency (DCMA) in the last three years. The Offeror shall provide the Government with its own assessment of the adequacy of its systems to ensure that estimated costs are based on well documented and supported bases. Additionally, the Offeror shall address its procedures for Subcontract Award and Administration, including documentation of the extent of adequate price competition achieved over the past three years, and/or the extent of comprehensive price/cost analysis where competition is not feasible. The Offeror shall discuss its practices to ensure that agreed-to pricing with major subcontractors and suppliers is accomplished prior to finalizing a price with the Government, and that it documents substantiation for the price reasonableness of subcontracts and material costs. Finally, the Offeror shall address its procedures relating to commercial item pricing, demonstrating that the prices paid are in line with those paid by commercial customers based on relevant quantities.

If the approved or adequate status of the Offeror's accounting system is currently in question, or if DCMA has issued any reports (including issuance of any statements of condition(s) and recommendation(s) and/or auditor comments related to the Offeror's response to the statement of condition(s) and recommendation(s) released to the Offeror prior to issuance of a final report to the Contracting Officer) on inadequacies of the accounting system, the Offeror shall provide an explanation of its agreement or disagreement with the cited inadequacies of the system. The Offeror shall provide such correspondence received from DCMA and/or DCMA within the last three years. The Offeror should explain in detail the system inadequacies and completed corrective actions as well as specific plans for future corrective action, including milestones for implementation of revised procedures. Also, the Offeror should discuss the impact on this procurement of the reported system inadequacies, and what action is being taken to ensure that the accounting system is corrected to ensure no detrimental impact should the Offeror receive a contract award.

The information requested above, shall also be provided for any major subcontractors anticipated to perform more than 10 percent of the contract value.

I. Disclosure of Potential Organizational Conflicts of Interest. The Offeror and its major subcontractors shall disclose complete information of any work performed by it that is in any way associated with a contemplated acquisition or which could
result in a potential organizational conflict of interest. Should a conflict of interest, or appearance of a conflict of interest, exist, the Contracting Officer shall determine the impact of the matter on the acquisition and the appropriate actions to be taken as a result of the determination. Should a potential conflict of interest exist, the Offeror is encouraged to contact the Contracting Officer prior to proposal submission for a determination before expending resources in proposal preparation.

J. Solicitation Documents. Each Offeror shall complete all fill-ins and signature blocks for the RFP sections indicated below. An authorized official of the firm shall sign the SF 33 and SF30. PDF versions of the signed documents shall be submitted as part of the electronic and CD/DVD submissions. No changes or alterations shall be made to these sections of the solicitation.

Offeror will complete, sign, and submit the following:

(i) SF 33, Blocks 12-18 and Sections A (Solicitation/Contract Form); G (Contract Administration Data); and K (Representations, Certifications, and Other Statements of Offerors). Note: FAR representations, certifications and other statements of Offerors shall be submitted on-line in accordance with solicitation provision DFARS 52.204-8. Representations, certifications and other statements of Offerors shall be included with the solicitation documents submitted in this section. Digital signatures or handwritten signatures on a scanned copy are acceptable.

(ii) SF 30, Amendment of Solicitation/Modification of Contract, Blocks 8-15. Digital signatures or handwritten signatures on a scanned copy are acceptable.

K. DD 254. Information for section 7a, 7b and 7c of the provided pre-award DD254 to include any Subcontractor/Teaming Partners, if applicable. Note: Offerors are not to take a signed DD 254 form and add their information or that of their subcontractor to it and then return that form to the Government because it is not appropriate for Offerors to modify a signed Government document. Offerors are advised to submit the required information in a MS Word document.

L. Financial Responsibility. Offerors shall provide information that affirmatively demonstrates the Offeror has adequate financial resources to perform the contract or has the ability to obtain them (FAR 9.104-3(a)). An explanation of how the provided information demonstrates the adequacy of the Offeror's financial resources shall also be provided.

Example information includes, but is not limited to the following:

(i) Credit line and significant loan information, including current amount available, date due.

(ii) Financial data for parent company if it controls cash/credit

(iii) Corporate guarantee when parent controls cash/credit

(iv) Three years financial statements to include:
   a. Audited, reviewed, compiled or certified financial statements
   b. Balance sheet, income statement, and cash flow statement
   c. Notes/ disclosures to financial statements; explain unusual items

(v) DCMA's Corporate Administrative Contracting Officer who is cognizant of the Offeror's financial responsibility matters.

(vi) Company's internal audit reports

(vii) Stockholders reports and records

(viii) Earnings reports

(ix) Quarterly and annual reports

(x) Financial disclosures

(xi) Statements of Board of Directors, Chief Operating Officers, President, etc.

M. Small Business Subcontracting Plan (Other than Small Businesses Only). The Offeror shall submit a Small Business Subcontracting Plan (SBSP) in accordance with Federal Acquisition Regulation (FAR) 52.219-9. In addition to the content requirements specified in FAR 52.219-9, plans shall include a statement that block 15 of the Individual Subcontract Plan Report (ISR) and Summary Subcontract Report (SSR) will contain the e-mail addresses of the Contracting Officer, Contract Specialist and the Office of Small Business Programs Aberdeen Proving Ground (OSBP-APG), Huachuca Division (sonya.p.delucia civ@mail.mil). Offerors may submit an approved commercial plan, master plan, or if they are in the Department of Defense (DoD) Comprehensive Subcontracting Test Program (CSP), their currently negotiated CSP. The Government will not specify small business subcontracting goals, including those for socio-economic programs, for this requirement. However,
Offerors shall provide rationale if socio-economic program goals are not proposed. To demonstrate proposed subcontracting effort and dollars planned at the IDIQ contract level, Offerors shall use the basic contract ceiling value of $800 million dollars with an equal distribution of anticipated funding obligations for each of the ten annual ordering periods (i.e., awarded order dollar obligations). The apparently successful Offerors SBSP shall be assessed for acceptability, or the need to be negotiated, in accordance with FAR 52.219-9 requirements and must be determined as acceptable by the Contracting Officer. The SBSP is a material requirement of the solicitation and will be incorporated into any resulting contract. A SBSP deemed as unacceptable shall preclude an Offeror from being eligible for contract award. To the extent there is any overlapping content between an Offeror’s proposed SBSP and its proposed Small Business Participation Commitment Document (SBPCD) (see Section L.20.5 below), the overlapping content must be consistent for the SBSP to be deemed as acceptable.

N. Joint Venture/Teaming Arrangement. (The Joint Venture/Teaming Information spreadsheet (Section J, Attachment 0066) is excluded from the page count; however, descriptions of each team member’s role are limited to 650 characters for each description, not counting spaces.)

(i) Each Offeror shall provide, if applicable, a summary describing the Joint Venture/Teaming Arrangement established for this RFP and documentation evidencing the legal relationship among the joint venture/teaming parties.

(ii) Offerors shall include in the Section J, Attachment 0066, Joint Venture/Teaming Information, a listing of the percentage of work to be performed by the Prime and each subcontractor and a description of the respective roles relative to each PWS paragraph. For planning purposes, Offerors shall refer to Section J, Attachment 0067, "Estimated Work Breakout," that identifies the Government's estimated distribution of PWS requirements for the entire TEIS IV Program.

O. Quality Control Plan. (25 page limit for plan, excluding checklists)

The Offeror shall describe, in detail, the proposed quality of the services provided under this contract, and the manner in which they are monitored, are of concern to the Government. The plan shall include, at a minimum:

(i) Objectives that are part of the Offerors organizational quality policy;

(ii) Actions that support the objectives and are required for establishing controls, setting standards, establishing measurement methods, and implementing the quality control measures;

(iii) The proposed management approach that will ensure adherence to the plan, capture performance and contract metrics, and ensure a high quality of performance in the execution of task orders in terms of cost, schedule, and technical performance requirements;

(iv) Description of monitoring and surveillance measures including any checklists if available.

(v) Description of how the corporate office will support on-site quality control efforts.

(vi) Description of the process and contractor personnel that will be utilized to monitor contract activities and identify, in a timely manner, problem areas and recommend solutions.

For your information, the Government intends for the TEIS IV Quality Control Plan and checklist(s) to be used as the basis for task order-specific plans and checklist(s). Contractors may be required to develop task-order-specific quality control plans and checklist(s) as task order deliverables.

P. If Teaming Partner data required under this Volume I - General is considered proprietary, it may be sent directly to the Government. The Prime is responsible for ensuring that all Teaming Partner information submitted directly to the Government is received in accordance with the instruction at RFP Section L.16.

2. VOLUME 2 - TECHNICAL FACTOR.

This volume shall be sufficiently specific, detailed, and complete to demonstrate clearly and fully that the Offeror has a thorough understanding and knowledge of the various technical solutions to perform the broad requirements for worldwide U.S. Army Information Systems Engineering Command (USAISEC) Total Engineering and Information Systems (TEIS) IV requirements. Unnecessarily elaborate or lengthy proposals are not desired. Simply stating that the Offeror understands and will perform the listed functions is inadequate. Paraphrasing the Performance Work Statement (PWS) or Sample Tasks (or parts thereof) is similarly inadequate, as are phrases such as "standard procedures will be employed" or "well-known techniques will be used." In the Management Plan, Offerors shall address how they will be concurrently performing multiple tasks, worldwide. Proposals that merely mimic the PWS may result in a lower rating.

The Technical Volume consists of the following two subfactors:

A. Sample Task Subfactor - The Offeror shall address each of the three Sample Tasks provided as Section J, Attachments ATT021 Sample Task Cybersecurity Pkg.docx, ATT051, Sample Task-Satellite Communications.docx, and ATT059, Sample Task- Technologies.docx of the RFP. In accordance with the instructions provided with each Sample Task, the Offeror shall provide a narrative response describing their technical approach, along with supporting documents as described in each of the Sample
B. Management Subfactor - The Offerors shall describe their proposed management and staffing approaches and management tools and systems intended for use throughout the performance of the contract. The Management subfactor is composed of the following elements:

(i) Management Plan (30 page limit for plan). The Management Plan shall present the management approach, techniques, and controls to include, at a minimum:

a. The proposed approach for work distribution between Offerors and their subcontractors;

b. Description of Offerors proposed methodologies for managing the execution of multiple concurrent tasks performed at various locations around the world;

c. The approach for conflict resolution, to include a description of steps that will be taken to maintain a harmonious working relationship within the Contractor workforce, its team members, and between the Contractor and Government personnel;

d. The approach for knowledge distribution to include sharing information with the Government and subcontractors;

e. Description of the Offeror's approach to change management and continuous process and service improvement. This description should include a discussion on how improvement initiatives will be captured and addressed and how such initiatives will be considered for contract-wide implementation that would reduce or prevent negative impacts to the requirement and its schedule;

f. The identification of key positions that will ensure success on the program (including those that will be filled by subcontractors), minimum qualifications for those key positions, the rationale for using the proposed key positions, and a description of how these positions will interact with Government personnel. (Note: This information shall be limited to the key positions; identification of specific individuals and resume information is not required);

g. Supervisor-to-employee ratios;

h. The plan to meet the contract security requirements;

i. Any other information that demonstrates effective program management.

(ii) Recruitment and Retention. (10 page limit for the Prime and 5 pages for each major subcontractor as defined below. Information provided in response to FAR 52.222-46 is excluded from the page count). Major subcontractor is defined as a subcontractor anticipated to perform more than 10 percent of the total contract value. Because this is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract, every awardee must be capable of performing the entire anticipated requirement of $800 million, less the minimum guarantees to the other awardees. The Government-provided PWS, Labor Categories, and Estimated Work Breakout should be used by the Prime contractor to establish the workload distribution and anticipated subcontract value for each of its team members.

a. Offerors shall demonstrate their ability to quickly expand staff to meet increased workloads and describe how they will assure appropriate specialized technical expertise.

b. Offerors shall describe potential personnel retention risks and describe risk mitigation measures. Offerors shall describe potential risks of not being able to retain the proposed suite of team members and describe risk mitigation measures.

c. Offerors shall discuss their methods for attracting, hiring, developing, training, and retaining a workforce with all the skills and knowledge necessary to support the TEIS IV Program requirements. They also shall describe the approach to provide the training and mentoring necessary to keep the work force up-to-date on current technologies, trends, and best business practices. The plan should include the Offeror's approach to ensure personnel have the proper security clearances, certifications and training required for this requirement, and sustainment of those clearances and certifications. At a minimum, Offerors shall discuss how they will ensure that skills of technical personnel will remain current with technology over the life of the contract. Offeror's plans also shall take into consideration the impact of an environment of fluctuating workloads, demanding schedules, and complex project issues.

3. VOLUME 3 PAST PERFORMANCE FACTOR

A. List of Past Performance References. The Offeror shall provide a list of all references requested to submit Past Performance Questionnaires on the Offeror's behalf. The Government has provided the worksheet, Section J Attachment 0061, Past Performance Reference List (PART A), to be filled out by the Offeror. The list of references is due by one (1) week prior to the proposal
B. Past Performance Information Summary. In order for the Government to evaluate performance confidence, the Offeror shall submit a description of its Government and/or Commercial contracts (Prime or major subcontractor) in performance during the past three (3) years which are relevant to the efforts required by this solicitation. The required format for these descriptions is located in Section J, ATT062 Past Performance Information Summary (PPIS) (PART B). For contracts with multiple delivery/task orders, each delivery/task order submitted will count as one of the referenced contracts. Data concerning the Prime Offeror shall be provided first, followed by each proposed major subcontractor/team member/joint venture, in alphabetical order.

(i) Referenced contracts should be provided that are relevant in type and magnitude. The past performance factor considers each Offeror's demonstrated recent and relevant record of performance in supplying products and services at least somewhat relevant to the solicitation and PWS requirements. There are three aspects to the past performance evaluation: Recency, Relevancy (including context of data), and Quality (including general trends in contractor performance and source information).

(ii) Recency: The Offeror's past performance will be determined to be recent if the data used in conducting performance risk assessments does not extend past three (3) years prior to the issue date of the solicitation.

(iii) Relevancy: Once the Recency of a contract action has been established, the Offeror's past performance will be assessed to determine how relevant a recent effort accomplished by the Offeror is to the TEIS IV Services requirement being acquired through this solicitation.

Relevant in type is defined as combined work performance similar to that described in the PWS with respect to service/support, complexity, management of large numbers of employees, and degree of subcontract/teaming.

Relevant in magnitude is defined as combined work performance that demonstrates the Offeror's (Prime, Sub-contractor or Business Relationship (e.g., Joint Venture, Sub-contractor, Mentor-Protege, etc.)) has managed 100 or more employees in combined performance or performance, when combined, is equal to $30 Million or more in contract value.

These criteria do not have to be demonstrated in each contract; however, the Offeror should point out the relevance of each contract as it relates to relevance in type, relevance in magnitude, or both so that the Government can clearly determine that the team's aggregate past performance demonstrates the minimum requirements.

(iv) For each major subcontractor, team member/joint venture at least two (2), but no more than three (3) referenced contracts (each) should be provided that are relevant in type and magnitude. If the Offeror has more than the above stated relevant references, choose the references which are most similar in type and magnitude to this requirement for inclusion in this section. If the Prime Offeror is a joint venture, it shall submit the same information as required in Sections A and B above as a Prime Offeror.

(v) Consent Letter/Client Authorization Letter. The Offeror shall submit, along with the information required in this paragraph, a consent letter executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing release of past performance information for the Offeror so the Offeror can respond to such information. For each identified effort for a commercial customer, the Offeror shall also submit a client authorization letter authorizing release to the Government of requested information on the Offeror's performance.

(vi) Subcontracts. Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the Offeror's corporate entity and among the proposed major subcontractors. The information provided for the Prime Offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed by citing the applicable Government PWS paragraph/subparagraph number.

(vii) New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the Offeror shall discuss the roles performed by such persons in the prior contracts cited.

C. Past Performance Questionnaire. The Offeror shall ensure that a Past Performance Questionnaire, as set forth in Section J, Attachment 0063, is completed for each referenced contract. It is the sole responsibility of the Offeror to provide its references with a copy of the questionnaire. It is also the Offeror's responsibility to ensure the references return the questionnaire directly to the contracting office (*mailto:usarmy.huachuca.cecom.mbx.teis-iv-usaisec@mail.mil*) within 30 calendar days of release of the RFP. An electronic copy of the questionnaire may be downloaded from the FBO website.
NOTE: The Government reserves the right to contact and use information provided by the references. The Government also reserves the right to gather the Offeror’s past performance information from other sources, including, but not limited to, Electronic Subcontract Reporting System (eSRS), other databases; the Defense Contract Management Agency (DCMA); and interviews with Program Managers (PM), KOs, and Fee Determining Officials. It is the Offeror's responsibility to ensure all reference data is current so that the performance information can be evaluated.

4. VOLUME 4  COST FACTOR

This volume shall consist of all information required to support proposed costs and prices. Certified cost and pricing data are not currently required; however, the Government reserves the right to request such data prior to award. The information submitted in this volume shall comply with FAR 15.408, Table 15-2, and requirements set forth below. There are no page limits for this volume.

This includes, but is not limited to, the completed TEIS Labor Rates.xlsx spreadsheet (Section J, Attachment 0064), the Pricing Methodology document PriceMeth.docx, and all other supporting documents required.

The proposal cost breakdowns should follow the cost accounting and estimating practices of the Offeror. All calculations shall be fully disclosed with explanations for how the amounts were derived; the proposal data shall allow for replication and validation of the calculations, with clear tracking of key figures among the support schedules. All amounts in the Cost Volume shall be shown to the second decimal place. Print image is not acceptable. DO NOT password protect the excel spreadsheet(s).

A. Pricing Methodology: The Pricing Methodology document shall contain information, which describes the methodology used in the development of the cost factors and the total proposed cost, to include any exceptions, deviations and/or assumptions. Offeror shall provide whatever information is necessary to help the Government understand why the proposed costs are realistic in its cost narrative. Each Offeror's cost proposal(s) shall contain sufficient quantitative and narrative documentation necessary to adequately support and explain the costs proposed. If a salary survey system is used to propose direct labor rates then the Prime Offeror and/or its Teaming Partner must identify the salary survey system.

(i) In support of the proposed Direct Labor Rates, Offeror shall provide documentation of the most recent Direct Labor Rates, to include at least one of the following (a, b or c) in pdf:

a. Forward Pricing Rate Agreements (FPRA) with Defense Contract Audit Agency (DCAA) or Defense Contract Management Agency (DCMA); or Forward Pricing Rate Recommendations (FPRR) from DCAA or DCMA; or DCAA/DCMA approved Compensation Rate Tables mapped to the Labor Categories proposed

b. Payroll records and/or paystubs showing Rate of Pay, and referenced to the Labor Category in the Proposal, supported by Job Title and Job Description of proposed record.

c. Salary Survey data that includes, but is not limited to:
   1. Source of data
   2. Job title and description
   3. Geographic location
   4. Range of salary amounts with reference to applicability of amounts

NOTE: When salary surveys are used to support proposed direct labor rates, Offerors are encouraged to propose a direct labor rate for each category within the range of the 25th to 90th percentiles of the survey data. If an Offeror's proposed direct labor rate is either higher or lower than this range:

   a. It must explain the plan of action for filling the position in its cost narrative.

(ii) In support of the proposed Indirect Expense Rates, Offeror shall provide documentation of the most recent Indirect Expense Rates, to include at least one of the following (a, b, c or d) in pdf:

a. Forward Pricing Rate Agreements (FPRA) with DCAA or DCMA; or

b. Forward Pricing Rate Recommendations (FPRR) from DCAA or DCMA; or

c. Forward Pricing Rate Proposal (FPRP), Approved Provisional Rates Proposal or other statement of current rates with expense pool and allocation base details, including three (3) years of Incurred Cost Submissions to DCAA detailing pools and bases (by expense accounts) information that validates the calculations; or the forecasted expense pool (by
expense account) and three (3) years historical actual detailing pools and bases (by expense accounts) information that validates the calculations.

d. If Provisional Billing Rates have not been established, then the following information shall be provided to establish Provisional Billing Rates in accordance with FAR 42.704 Billing Rates. The Provisional Billing Rate Proposal (BRP) shall include documentation to validate the proposed indirect rates. Documentation for the BRP indirect expense rates shall include the forecasted expense pool (by expense account) and allocation base detail, along with the last three years actual pool (by expense account) and allocation base information.

(i) Proposed billing rate calculations (Pool and Base) with brief rationale
(ii) Prior three fiscal year (FY) pool and base
(iii) Current FY to date pool and base
(iv) Current FY budget pool and base, if available
(V) Comparative analysis with explanation of any significant differences

NOTE: The rates reflected in the FPRA, FPRR, FPRP, Approved Provisional Rates Proposal or other statement of current rates should directly match the proposed rates as detailed in the proposal. If the rate proposed does not match, the Offeror shall provide sufficient quantitative and narrative support for why the Government should consider the proposed rate to be realistic.

B. TEIS Labor Rates:

(i) Offerors shall complete the Government-provided TEIS Labor Rate Microsoft Excel spreadsheet file (TEIS Labor Rates.xlsx) Section J, Attachment 0064. Do not unlock or modify the locked cells in the spreadsheets.

(ii) Offerors must address each labor category specified in the Labor Category Descriptions (ATT019). Allocate the hours per labor category provided by the Government for CONUS, CONUS-High Cost, and OCONUS work locations for the Prime Offeror and each Teaming Partner. For the Prime Offeror and each Teaming Partner, only those labor categories that have hours associated with them in the proposal will be included in the contract. The apportionment of hours shall reflect a realistic assessment of each Teaming Partners expected participation/contribution to the effort. Offerors shall comply with the instructions for the Labor Rate spreadsheet by clearly showing the distribution of effort between the Prime and each Teaming Partner. The sum of the hours shall equal the total number of hours provided by the Government for each respective labor category; likewise, the sum of the calculated percentages shall equal 100 percent for each labor category. Offerors shall ensure that the distribution of effort between the Prime Offeror and each Teaming Partner is indicated in the Cost/Price. Proposal corresponds to the distribution of work indicated throughout the other volumes of the proposal.

(iii) In the Labor Rate spreadsheet file, Offerors shall correlate their proposed labor categories with the Government-provided categories identified. In the Pricing Methodology file, Offerors shall provide sufficient description to enable the Government to understand the correlations.

(iv) The direct labor rates for the Prime Offeror and each Teaming Partner will be incorporated into the resultant contract as ceilings for the base ordering year and will be escalated annually by the escalation rate provide by the Prime Offeror and each Teaming Partner. If the Optional ordering period is exercised, the awarded Contractors and their Teaming Partners will submit revised direct labor rates for the Optional ordering period at that time. For Task Orders, Contractors will be permitted to propose rates lower than those ceilings on the basic contract. If the Contractor proposes a lower rate on any given task order, that rate will be binding for that task order only. The Offeror must establish fixed hourly rates using separate rates for each category of labor to be performed by the Prime and each Teaming Partner.

NOTE: Offeror shall propose direct labor rates based on a 40 hour workweek ONLY.

(v) In the Labor Rate spreadsheet file, Offerors shall identify the source for each direct labor rate (item a, b or c from above).

(vi) Indirect Expense. For each cost breakdown submitted, Offerors shall identify the individual rates applied to each respective cost element, the base to which the rate is applied and the amount proposed.

(vii) Costs not specifically addressed above shall be presented in a manner that will enable the Government to conduct a thorough, comprehensive and detailed evaluation of the proposed costs. Material, travel, and other direct costs (ODCs) shall not be included as part of the proposal response.

(viii) Offerors shall propose a fixed fee percentage in accordance with FAR 15.404-4(c)(4)(i)(C), which shall be incorporated into the resultant contract and will be subject to downward negotiation only on future Task Orders. The Offeror shall propose costs that are reasonable, allowable, and allocable in accordance with its disclosed and/or established accounting practices with FAR Subpart 31.2. Fee will not be allowed on Travel or ODCs costs.

D. No Firm-Fixed-Price (FFP) elements shall be proposed in response to this RFP. However, in accordance with terms of the RFP,
be advised that the Government anticipates issuing FFP task orders for the TEIS IV Program.

E. Contractors should identify labor categories subject to the Service Contract Act (SCA). The Cochise County, AZ and the Fairfax, VA wage determinations are provided as a reference in Section J, Attachment 0068 and 0069. Offerors are responsible for ensuring compliance with the U.S. Department of Labor (DOL) wage determinations for the applicable categories for each proposed locality. Offerors shall ensure that the base rates and fringe benefits proposed for personnel subject to the SCA meet or exceed the corresponding minimum wages established by the DOL.

In the Labor Rate spreadsheet file, Offerors shall correlate the SCA Occupation Code and Title with the Government provided categories as applicable. In the Labor Rate spreadsheet file, Offerors shall use the Cochise County, AZ for CONUS pricing and Fairfax, VA for High CONUS pricing. The Pricing Methodology file shall address all of the rates that the Offeror has determined to be subject to the SCA for the Prime Offeror and each Teaming Partner. The Offeror is required to provide specific narrative details on the elements of the proposed rates, and the wage determination used to develop the rate. This information shall be utilized in any future wage revisions and requests based on SCA rate changes, as well as to determine any overtime premium rates.

F. Offerors shall provide the following information in accordance with FAR 52.222-46, Evaluation of Compensation for Professional Employees:

(i) A single company fringe benefit rate computed on company gross payroll, and a description of each fringe benefit that is included in the fringe benefit rate calculation;

(ii) A detailed Compensation Plan that describes how your company sets compensation to assure its ability to provide uninterrupted high quality work and to assure that compensation reflects a sound management approach and understanding of the contract requirements. Include Collective Bargaining Agreements to the extent that salary and wage rates are so established. In addition, provide a comparison of proposed salary data to a National and Regional Surveys.

(iii) Overall employee turnover rate for the previous three years and a brief explanation of any unusual event(s) which has affected the turnover rate. This is a calculation of total employees leaving divided by total employees in the company. Report by the following categories if available. Include:

- Number of employees
- Full time and part-time employees
- Permanent, short term and seasonal employees
- Salaried and hourly workers
- Employees on paid vacation or other paid leave
- Employees of temporary help agencies, employee leasing companies, outside contractors or consultants
- Separations
  - Quits: Employees who left voluntarily. Report retirements or transfers to other locations with "Other Separations"
  - Layoffs and Discharges: Involuntary separations initiated by the employer, including: Layoffs with no intent to rehire; discharges resulting from mergers, downsizing, or plant closings; firings or other discharges for cause; terminations of seasonal employees (whether or not they are expected to return next season); layoffs (suspensions from pay status) lasting or expected to last more than seven days
  - Other Separations: Retirements, transfers to other locations, deaths, or separations due to disability

Do not include:
- Proprietor and partners of unincorporated business
- Unpaid family workers
- Employees on strike for the entire pay period one year
- Employees on leave without pay for the entire pay period of one year

Provide the following checklist to indicate you have provided the requested data:

- FAR 52.222-46 Requested Data Furnished
- Fringe Benefit Rate:
- Compensation Plan:
- Salary Data:
- Employee Turnover Rate:
- National Salary Survey Data, Independent Study or Legislation:
- Comparison of Proposed Salary Data to Surveys, Studies, Law:

G. If Teaming Partner data required under this Volume IV - Cost is considered proprietary, it may be sent directly to the Government. The Prime is responsible for ensuring that all Teaming Partner information submitted directly to the Government is received in accordance with the instruction at RFP Section L.16. Teaming Partners will submit their own Volume IV.
5. VOLUME 5 - SMALL BUSINESS PARTICIPATION FACTOR

The Government’s evaluation of small business participation for this factor is separate and distinct from the assessment of the Offeror’s SBSP as required in Section L-20.1.M, Small Business Subcontracting Plan. The evaluation of Small Business Participation shall apply to all Offerors to include small businesses, Comprehensive Subcontracting Plan participants, and commercial subcontracting plan holders.

All Offerors (both other than small businesses and small businesses) shall provide the Small Business Participation Commitment Document (SBPCD) per Section J, Attachment 0065, along with substantiating documentation to demonstrate how they will meet small business participation requirements. This required information will be used to evaluate the extent of the Offerors proposed participation/commitment to use U.S. small businesses in the performance of this acquisition (as small business Prime Offerors or small business subcontractors) relative to Section M, Factor 4, Small Business Participation. These requirements apply at the Prime contract and first tier subcontract levels. Small business concerns that qualify in more than one socio-economic category may be counted in each category for which they qualify. The SBPCD in Section J, Attachment 0065, will be incorporated into any resulting contract(s) as specified below.

A. Prime Offerors Size: Identify the applicable size and applicable socioeconomic categories for the Prime Offeror only when submitting your proposed SBPCD. Include this information within the initial section of the proposed SBPCD and check all applicable boxes. Use the SBPCD in Section J, Attachment 0065, in proposing this required information. This information will be incorporated into any resultant contract(s).

B. Small Business Participants (Changes must be pre-approved by the Contracting Officer regardless of the applicability of FAR Clause 52.244-2, Consent to Subcontracting). The small business concerns (SBC) as defined in FAR Part 19 are to be used in the Offerors proposed approach to satisfying the requirements of this solicitation for the entire performance period, including company name, business category (ies), description of products or services and NAICS code to be provided by each SBC and the nature of the commitment with the SBC (e.g., letters of commitment, joint venture agreements, mentor protege agreements, teaming agreements, etc.). Binding commitments shall become enforceable, contractual requirements. Use the SBPCD in Section J, Attachment 0065, in proposing this required information. This information will be incorporated into any resultant contract(s). Note: Section M, Factor 4 elements a, b, c)

C. The SBCs (Prime Offerors and small business subcontractors) proposed quantitative participation in terms of the value of the total acquisition (total contract value). Offerors shall provide detailed explanations/documentation to support quantitative small business participation. Binding commitments shall become enforceable, contractual requirements. Use the SBPCD in Section J, Attachment 0065, in proposing this required information. This information will be incorporated into any resultant contract(s). (Note: Section M, Factor 4 elements d and e)

Minimum Quantitative Requirement (MQR) Small Business Participation

Offerors must meet the MQR of 20% of the total contract dollars. There are no minimum requirements for individual small business socio-economic categories. However, Offerors shall provide rationale if socio-economic program dollars are not proposed. The proposed MQR will be incorporated into any resultant contract and is applicable for the entire period of performance. If Offeror(s) believe the percentages will change in the ordering periods, those changes shall be included in their proposals. The successful Offeror(s) shall be required to meet the proposed MQR on an annual basis per the designated Year 1, Year 2, Year 3, etc.

For estimating and evaluation purposes, Offerors shall use the $800M IDIQ ceiling over the 10 year ordering period at the IDIQ level and assume an even distribution of funded work annually. After contract award, the successful Offeror(s) will apply the proposed MQR to obligated labor amounts only, which will be reported in CDRL A003 (In-Progress Reviews) quarterly. Offerors shall provide a Basic IDIQ Contract-level Summary of their proposed MQR, including percentage and associated total contract dollars for each of the ten ordering periods in the SBPCD in Section J, Attachment 0065. This information will be incorporated into any resultant contract(s).

All supporting documentation is excluded from the page count. Supporting documents will not be incorporated into any resulting contract.

D. (Applies to all Offerors) In order to evaluate the Offerors past performance in meeting compliance with FAR 52.219-8, Utilization of Small Business Concerns, per Section M of this requirement, all Offerors shall provide (Note: Section M, Factor 4 element f):

(i) Any recent and relevant small business utilization performance assessment information that is NOT addressed in the Contractor Performance Assessment Reporting System (CPARS) only if it demonstrates past performance that would not...
otherwise be attained from CPARS,

(ii) Recent and relevant history of payments to small businesses,

(iii) Recent and relevant small business participation/utilization status reporting for similar requirements. Copies of contractual reports may be submitted to validate compliance with requirements of FAR 52.219-8. Explanation of efforts where minimum quantitative requirements were not met shall be provided. Supporting documentation shall be relevant to the requirements of this solicitation and shall be within the past three years. All supporting documentation is excluded from the page count.

E. (Applies to Other than Small Business Offerors only) In order to evaluate the Offerors past performance in compliance with the requirements of FAR 52.219-9, Small Business Subcontracting Plan, (if applicable), provide the two most recent and relevant SF295s, Summary Subcontract Reports (SSR) from the electronic Subcontract Reporting System (eSRS) or e-SRS equivalent information. Explanation of efforts where SBSP goals were not met shall be provided. Provide any additional information substantiating the Offeror's track record of utilizing small business on past contracts in detail, to include any justifications explaining why goals or targets were not met. Provide descriptive historical information for ALL small business categories under which you proposed support. Any information concerning long-term relationships with Small Business subcontractors, such as mentor-protege relationships, should be provided. Include your latest Administrative Contracting Officer (ACO) rating. All supporting documentation is excluded from the page count. (Note: Section M, Factor 4 element g)

NOTE: The Government also reserves the right to gather the Offerors past performance information from other sources, including, but not limited to, Electronic Subcontract Reporting System (eSRS), other databases; the Defense Contract Management Agency (DCMA); and interviews with Program Managers (PM), KOs, and Fee Determining Officials.

F. The work to be performed directly by a small business Prime Offeror shall be evaluated as Small Business Participation. Small business Prime Offerors shall include their information in the above requested subparagraphs L.20.5, A-D as required.

G. SBPCD enforceable, contractual requirements shall require periodic progress reporting to facilitate government monitoring in the event of an award. Offerors shall provide quarterly reporting of the requirements in L.20.5, subparagraphs A-C above (contractor format acceptable) in accordance with Section J, Attachment 0013, CDRL A003, In-Progress Reviews.

*** END OF NARRATIVE L0001 ***
SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

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

M-1 BASIS FOR AWARD

1. Any award made will be based on the best value proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the four evaluation factors: Technical, Past Performance, Small Business Participation, and Cost/Price. The Technical Approach factor has two sub-factors: Sample Tasks (consisting of three sample tasks of equal importance), and Management. The Sample Tasks sub-factor is significantly more important than the Management. The Technical Approach is significantly more important than Past Performance; Past Performance is equal in weight to the Small Business Participation factor. Past Performance and Small Business Participation are both slightly more important than the Cost/Price factor. The combination of non-Cost/Price factors is significantly more important than Cost/Price.

2. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the Technical Factor, which consists of the two Technical Sub-factors (the Sample Tasks and Management), and the Small Business Participation Factor. Offerors are cautioned that the award(s) may not necessarily be made to the Offeror with the lowest price, if the non-cost benefits offered by another Offeror warrant paying a higher cost. The Government reserves the right to award without discussion.

3. Small Business Subcontracting Plan (SBSP) (Applicable to Other Than Small Businesses Only). The apparently successful Offeror's SBSP shall be assessed for acceptability, or the need to be negotiated, in accordance with FAR 52.219-9 requirements and must be determined as acceptable by the Contracting Officer. The SBSP is a material requirement of the solicitation and any resultant contract(s). A SBSP deemed as unacceptable shall preclude an Offeror from being eligible for contract award. To the extent there is any overlapping content between an Offeror's proposed SBSP and its proposed Small Business Participation Commitment Document (SBPCD) (see Section L.20.5), the overlapping content must be consistent for the SBSP to be deemed as acceptable.

4. Offerors must achieve, under the Past Performance Relevancy an assessment of Relevant or better, and no less than Satisfactory Confidence or Neutral Confidence for Past Performance Confidence. If there is no past performance information, the Offeror will be evaluated neither favorably nor unfavorably, and such lack of past performance will be considered a Neutral Confidence. A satisfactory or higher confidence rating will weigh more favorably than a neutral confidence rating.

5. As stated in FAR Provision 52.215-1, Instructions to Offerors-Competitive, the Government reserves the right to award without discussions. Offerors are encouraged to present their best technical proposal and costs in their initial proposal submissions. Should the Contracting Officer determine discussions are necessary, the Government reserves the right to hold them. If this occurs, a competitive range will be determined and Offerors notified of inclusion/exclusion. The competitive range may be limited for purposes of efficiency.

6. All Offerors must clearly demonstrate their ability to meet all requirements specified in this solicitation. Failure to furnish full and complete information that demonstrates the Offeror's ability to satisfy the specified requirements may cause an offer to be considered unacceptable and therefore will be ineligible for award.

7. All proposals will be evaluated in accordance with the terms of the solicitation. The Government will make up to three awards to the three best overall proposals remaining in the final competitive range. The selection of Offerors for these three initial awards will be made without regard to business size. If a minimum of two or more small businesses are included among these initial three awards, then no additional awards will be made. However, if fewer than two small businesses are included among these initial three awards, then the Government reserves the right to make additional awards in order to reach the Government’s objective of awarding up to two contracts to small business Offerors. Any additional awards made for this purpose will be made to the best overall proposals from small businesses remaining within the competitive range.

M-2 GENERAL CONSIDERATIONS.

The Government will utilize the following general considerations to identify those Offerors whose proposals are determined capable of meeting the general performance requirements of the contract.


2. Pre-award Survey. A pre-award team from Defense Contract Management Agency (DCMA) may contact the Offeror’s facility to determine
it's financial and management capability to perform. Current financial statements and other pertinent data should be made readily
available to the team. Additionally, if an Offeror does not have documentation from DCMA and/or DCAA of the adequacy status of its
accounting system, the pre-award survey may include a pre-award accounting system survey to be performed by DCAA.

3. **DOD Security Clearance.** As part of the evaluation process, each Offeror’s level of facility clearance will be verified with the
Defense Industrial Security Clearance Office (DISCO). Offerors who fail to provide evidence of the required facility clearance shall
be precluded from being eligible for contract award.

4. **Equal Employment Opportunity (EEO), Compliance Certification.** In accordance with FAR 52.222-24, Pre-award On-Site Equal
Opportunity Compliance Evaluation, the Office of Federal Contract Compliance Programs (OFCCP) must issue a certification of the
Offeror’s EEO compliance with Executive Order 11246, inclusive of any subcontractor/team member/joint venture whose sub-contract is
for more than 10 percent of the total contract value. Offerors who fail to provide evidence of the required OFCCP certification
shall be precluded from being eligible for contract award.

5. **Adequate Business Systems.** Offerors must have an acceptable contractor business system which complies with the terms and
conditions of the applicable business system clauses listed in the definition of contractor business systems in Defense Federal
Acquisition Regulation (DFARS) Clause 252.242-7005 Contractor Business Systems and applies to contracts that are subject to the
Cost Accounting Standards under 41 U.S.C. Chapter 15, as implemented in regulations found at 48 CFR 9903.201-1. An Offeror’s
accounting system must be deemed adequate as a condition of award.

6. **Small Business Subcontracting Plan (SBSP):** The apparently successful Offeror’s SBSP shall be assessed for acceptability, or the
need to be negotiated, in accordance with FAR 52.219-9 requirements and must be determined as acceptable by the Contracting Officer.
The SBSP is a material requirement of the solicitation and will be incorporated into any resulting contract. A SBSP deemed as
unacceptable shall preclude an Offeror from being eligible for contract award. To the extent there is any overlapping content
between an Offeror’s proposed SBSP and its proposed SBP (see Section L.20.5), the overlapping content must be consistent for the
SBSP to be deemed as acceptable.

**M-3 EVALUATION CRITERIA**

**FACTORS AND SUB-FACTORS TO BE EVALUATED**

The following evaluation factors and sub-factors will be used to evaluate each proposal. During proposal evaluation, the Government will
assess, by Offeror, each factor. Award will be made to the Offerors whose proposal is most advantageous to the Government based upon an
integrated assessment of the evaluation factors and sub-factors stated below:

1. **FACTOR 1 - TECHNICAL:** This factor is further divided into the following sub-factors:

   - **Sub-factor A: Sample Tasks**
   - **Sub-factor B: Management**

   As part of the assessment of Sub-factors A and B, a written narrative evaluation reflecting the assessment will be done, and each
   sub-factor will be assigned an adjectival rating using the DoD Source Selection Procedures Evaluation Methodology 2, Combined
   Technical/ Risk Ratings. The Government will then consider each of the sub-factor ratings, and develop a consensus overall rating
   for the Technical Approach Factor.

2. **FACTOR 2 - PAST PERFORMANCE:** Each Offeror's past performance will be reviewed to determine a past performance confidence
   assessment.

3. **FACTOR 3 - COST:** The Government will evaluate the realism of proposed costs in accordance with FAR 35.404-1(d) and/or (c).

4. **FACTOR 4 - SMALL BUSINESS PARTICIPATION:** The resultant contract will require a minimum quantitative objective of 20% of the total
   contract dollars.

**M-4 EVALUATION APPROACH.**

All proposals submitted in response to the solicitation will be evaluated by a formally established Government Source Selection
Evaluation Team (SST). An overall assessment of the merit of each proposal will be derived from the evaluation of the proposal as it
relates to each factor in the solicitation. A narrative explanation will be provided to support the adjectival ratings and risk
assessment in accordance with the requirements of the Source Selection Plan (SSP) for the Technical Factor, Past Performance Factor,
Cost Factor, and Small Business Participation Factor.

1. **TECHNICAL FACTOR:**

   This factor applies to ALL Offerors, including small businesses. The Government will evaluate each Offeror's Technical approach
using the Technical Rating Method below:

Technical Rating Method

<table>
<thead>
<tr>
<th>Adjectival Rating</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outstanding</td>
<td>Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.</td>
</tr>
<tr>
<td>Good</td>
<td>Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.</td>
</tr>
<tr>
<td>Acceptable</td>
<td>Proposal meets requirements and indicates an adequate Approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.</td>
</tr>
<tr>
<td>Marginal</td>
<td>Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.</td>
</tr>
<tr>
<td>Unacceptable</td>
<td>Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is un-awardable.</td>
</tr>
</tbody>
</table>

A. Sample Task Sub-factor. The Sample Tasks are designed to test an Offeror's expertise and innovation capabilities to respond to the types of situations that may be encountered in performance of the contracts resulting from this solicitation. Accordingly, Offerors will not be given an opportunity to correct or revise a Sample Task response. The evaluation of each Sample Task will consider the following:

(i) Sample Task 1 (Attachment 0021):
   a. The Government will assess the Offeror's capability to perform by evaluating its technical understanding relative to a method of operations that demonstrates the Offeror's knowledge and understanding of the requirements set forth in Sample Task 1. Evaluation includes, but is not limited to, demonstrated knowledge and understanding of the following:
      (a) Security Engineering Assessments.
      (b) Security Engineering Implementation and Compliance Checking of Cybersecurity Requirements.
      (c) Cybersecurity Documentation and Artifacts.
      (d) RMF Self-Assessment.
      (e) eMASS.
   b. The Government will evaluate the Offeror's approach to plan, organize and implement the project work schedule. Proposals will be evaluated on the extent to which they identify potential performance problems, their risks and proposed mitigation/resolutions (at the task level).
   c. The Government will evaluate the Offeror's approach to executing basic processes by which all tasks are to be conducted. This includes the preparation required for the following specific tasks: procurement and shipment of materials; the detailed technical approach to carrying out the task; and the process by which tasks shall be conducted in order to ensure that they are completed.
   d. The Government will evaluate the Offeror's proposal with respect to its discussion of team composition to include level of experience and skills proposed to meet the requirements set forth in Sample Task 1.
   e. The Government will evaluate the Offeror's proposal with respect to its discussion of steps that will be taken to ensure that quality control standards are met. This includes the Offeror's approach to identifying, in a timely manner, problems that could affect the performance or schedule of Sample Task 1 and procedures for corrective actions.

(ii) Sample Task 2 (Attachment 0051):
   a. The Government will assess the Offeror's capability to perform by evaluating its technical understanding relative to a method of operation that demonstrates the Offeror's knowledge of and understanding of the requirements set forth in Sample Task 2. Evaluation includes, but is not limited to, demonstration of knowledge and understanding of the following:
      (a) Satellite earth terminals
      (b) Baseband systems comprised of modems, encryption devices
      (c) Performance of Site Surveys
      (d) Development of Engineering Installation Plans (EIP)
      (e) Development of System Acceptance Test Plans (SAT)
b. The Government will evaluate the Offeror’s approach to plan, organize and implement the project work schedule. Proposals will be evaluated on the extent to which they identify potential performance problems, their risks and proposed mitigation/resolutions (at the task level).

c. The Government will evaluate the Offeror’s approach to executing basic processes by which all tasks are to be conducted. This includes the preparation required for the following specific tasks: procurement and shipment of materials; the detailed technical approach to carrying out the task; and the process by which tasks shall be conducted in order to ensure that they are completed.

d. The Government will evaluate the Offeror’s proposal with respect to the level of the expertise, skill sets, team size, and team composition proposed to meet the requirements set forth in Sample Task 2.

e. The Government will evaluate the Offeror’s proposal with respect to its discussion of steps that will be taken to ensure that quality control standards are met. This includes the Offeror’s approach to identifying, in a timely manner, problems that could affect the performance or schedule of Sample Task 2 and procedures for corrective actions.

(iii) Sample Task 3 (Attachment 0059):

a. The Government will assess the Offeror’s capability to perform by evaluating its technical understanding relative to a method of operations that demonstrates the Offeror’s knowledge of and understanding of the requirements set forth in Sample Task 3. This includes an evaluation of the Offeror’s discussion as to how the Offeror prepares for a specific task, how the Offeror will obtain necessary technical information, and the process by which the tasks shall be conducted in order to ensure that they are completed on schedule. The details to the technical approach to carrying out the task will address the following: physical facilities; heating, ventilation, and air conditioning; electrical subsystems; grounding subsystems; data systems; voice systems; and visual information systems. Evaluation includes, but is not limited to, demonstration of knowledge and understanding of the following:

(1) Site surveys;
(2) Full systems modernization without user interruption;
(3) Modernization of the NIPRNET data networks;
(4) Modernization and migration of all users off of the voice switch network to a Voice over Internet Protocol (VoIP) system;
(5) Modernization of the VTC systems; and
(6) Installation of a new wireless network.

b. The Government will evaluate the Offeror’s approach to plan, organize and implement the project work schedule. Proposals will be evaluated on the extent to which they identify potential performance problems, their risks and proposed mitigation/resolutions (at the task level).

c. The Government will evaluate the Offeror’s approach to executing basic processes by which all tasks are to be conducted. This includes the preparation required for the following specific tasks: procurement and shipment of materials; the detailed technical approach to carrying out the task; and the process by which tasks shall be conducted in order to ensure that they are completed.

d. The Government will evaluate the extent and level of experience and skills proposed to meet the requirements set forth in Sample Task 3.

e. The Government will evaluate the Offeror’s proposal as it discusses steps that will be taken to ensure quality control standards are met. This includes the Offeror’s approach to identifying, in a timely manner, problems that could affect the performance or schedule of Sample Task 3 and procedures for corrective actions.

B. Management Sub-factor. The Government will evaluate the Offeror’s capability and experience to provide an effective management approach/solution. All items identified in Section L-20 item 2.B will be used to evaluate this sub-factor. In conducting the assessment, the following will be considered:

(i) The Government will evaluate the Offeror’s processes and procedures that demonstrate how the Offeror will handle managing the execution of multiple concurrent tasks performed at various locations around the world.
2. PAST PERFORMANCE FACTOR

This factor applies to ALL Offerors, including small businesses. The Government will evaluate the Offeror's record of past and current performance to ascertain the probability of successfully performing the required efforts of the performance work statement (PWS). The Government shall conduct a Past Performance assessment based on the relevancy and recency of the Offeror's past performance, as well as that of its proposed subcontractors and team members as it relates to the probability of successful accomplishment of the required effort.

A. Offerors shall submit at least three (3), but no more than five (5), Government and/or commercial contracts for the Prime Offeror. Offerors shall submit at least two (2), but no more than three (3), Government and/or commercial contracts for each major subcontractor they propose to use. A major subcontractor is defined as a subcontractor that performs 10% or more of the Total Contract Value. Contracts submitted must have been performed or awarded during the last three (3) years, from the issue date of the solicitation, and must be relevant to the efforts required by this solicitation. Example 1= Prime Offeror has one major subcontractor. The maximum number of contracts that can be submitted is eight (8): five (5) maximum total from the Prime Offeror and three (3) maximum total from the one (1) major subcontractor. Example 2= Prime Offeror has two major subcontractors. The maximum number of contracts that can be submitted is eleven (11): five (5) maximum total from the Prime Offeror and three (3) maximum total from major subcontractor one and three (3) maximum total from major subcontractor two.

B. Offerors are advised that in conducting the past performance assessment, the Government may use data provided in the Offeror's proposal and data obtained from other sources, and are not compelled to rely on all of the information available. In addition to the past performance of the Offeror and its subcontractors, the Government may consider the past performance of predecessor companies and key personnel with relevant past performance. The Government may also use files or data obtained through interviews with personnel familiar with the contractor and its current and past performance under Federal, State, or Local Government or commercial contracts for the same or similar services as compared to the North American Industry Classification System (NAICS). This requirement will be solicited using NAICS code 541512 (Computer Systems Design Services).

C. If there is no relevant past performance, the Offeror will be evaluated neither favorably nor unfavorably, and such lack of relevant past performance will be considered as a Neutral Confidence. All items identified in Section L, paragraph L.20.3 will be used to evaluate this factor.

D. Recency, as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

E. Relevancy, as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

F. A relevancy assessment will be made based on the following relevancy ratings:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Relevant</td>
<td>Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.</td>
</tr>
<tr>
<td>Relevant</td>
<td>Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.</td>
</tr>
<tr>
<td>Somewhat Relevant</td>
<td>Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.</td>
</tr>
</tbody>
</table>
Not Relevant - Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

G. A performance confidence assessment will be made based on the following confidence ratings:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Substantial Confidence</td>
<td>Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.</td>
</tr>
<tr>
<td>Satisfactory Confidence</td>
<td>Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.</td>
</tr>
<tr>
<td>Neutral Confidence</td>
<td>No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.</td>
</tr>
<tr>
<td>Limited Confidence</td>
<td>Based on the Offeror's recent/relevant performance record, the Government has low expectation that the Offeror will successfully perform the required effort.</td>
</tr>
<tr>
<td>No Confidence</td>
<td>Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.</td>
</tr>
</tbody>
</table>

Note: Evaluation of the Past Performance Factor will include use of the CPARS and Past Performance Information Retrieval System (PPIRS) to gather Offeror's relevant Past Performance information. Past performance information may also be obtained from, but not limited to, eSRS, other databases, the Defense Contract Management Agency (DCMA), interviews with Program Managers (PM), Contracting Officers (CO), and Fee Determining Officials, and/or other available sources.

3. COST FACTOR

This factor applies to ALL Offerors, including small businesses. All items identified in Section L, paragraph L.20.4 will be used to evaluate this factor. The proposed costs/prices elements identified in Section L shall be added together, after making any necessary cost realism adjustments, to obtain the total evaluated cost/price for the entire effort. There will be no fixed price element as part of the total evaluated cost/price.

The evaluated price to be used in the award determination will be the cost identified in the Offeror's cost proposal for CONUS, CONUS-High Cost, and OCONUS work locations for the Prime Offeror and each Teaming Partner proposed; multiplied by the Prime Offeror's and each Teaming Partner's annual escalation rate for the two ordering periods. This sum will be multiplied by a cost multiplication factor of 1.4469 to derive the total evaluated value. This total evaluated value is subject to most probable cost adjustment(s) resulting from the Government's cost realism analysis. The Government shall evaluate each cost proposal to ensure that all the proposed costs are fair, reasonable, and realistic. Each Offeror's proposal will be evaluated in accordance with the criteria in FAR 15.404-1. Accordingly, the analytical techniques and procedures prescribed in FAR 15.404-1 for evaluating Offeror's proposal may be used singly or in combination with others to ensure the costs are fair, reasonable, and/or realistic.

The probable cost may be determined by adjusting (for purposes of evaluation only) each Offeror's proposed cost and/or Fee, when appropriate, to reflect any additions in cost elements to realistic levels based on the results of the Government's cost realism analysis.

NOTE: The Government may use external sources of information in performing its cost evaluation to include, but not limited to, Bureau of Labor Statistics, Department of Labor, Department of State, DCAA, or DCMA. This DOES NOT preclude the Offeror from submitting supporting documentation for its rates proposed.

4. SMALL BUSINESS PARTICIPATION EVALUATION APPROACH.

This factor applies to ALL Offerors, including small businesses, Comprehensive Subcontracting Plan Program Participants and commercial subcontracting plan holders. All items identified in Section L, paragraph L.20.5, will be used to evaluate this factor. The Government will evaluate each Offeror’s commitment to use small businesses using the Small Business Participation Rating Method below:

Small Business Participation Rating Method
Adjectival Rating  Definition

Outstanding - Proposal indicates an exceptional approach and understanding of the small business objectives.

Good - Proposal indicates a thorough approach and understanding of the small business objectives.

Acceptable - Proposal indicates an adequate approach and understanding of small business objectives.

Marginal - Proposal has not demonstrated an adequate approach and understanding of the small business objectives.

Unacceptable - Proposal does not meet small business objectives.

All Offerors (both other than small businesses and small businesses) will be evaluated on the extent of their proposed participation/commitment to use U.S. small businesses in the performance of this acquisition (as small business Prime Offerors or small business subcontractors) relative to the objectives and requirements established herein. Offerors may be given higher ratings for proposals that exceed the small business participation/commitment objectives. The Government will evaluate the following to determine if the Offeror met or exceeded the requirements.

A. The extent to which firms, as defined in FAR Part 19, are specifically identified in proposals.

B. The extent to which Offerors demonstrate substantive commitment to small business firms, such as by use of letters of commitment, Joint Venture Agreements, Mentor/Protege agreements, or other demonstrations of commitment (binding commitments will become enforceable/contractual requirements; enforceable commitments are to be weighted more heavily than non-enforceable ones).

C. Identification of the type and variety of the work small firms are to perform (binding commitments will become enforceable/contractual requirements; enforceable commitments are to be weighted more heavily than non-enforceable ones).

D. Extent of participation of small business Prime Offerors and small business subcontractors in terms of the value of the total acquisition (total contract value) and the realism of the approach to meeting the proposed MQR binding commitments will become enforceable/contractual requirements; enforceable commitments are to be weighted more heavily than non-enforceable ones). Proposal of 20% MQR or more, in and of itself, does not guarantee an acceptable rating for this factor. There must be substantiating documentation submitted to demonstrate the proposed MQR is realistic.

E. The extent to which the Offeror provides detailed explanations/documentation supporting the proposed quantitative participation.

F. The extent to which the Offeror complied with FAR 52.219-8, Utilization of Small Business Concerns will be evaluated.

G. The extent to which the Offeror complied with FAR 52.219-9, Small Business Subcontracting Plan (if applicable) will be evaluated.

The Government will evaluate the proposal to determine which Offerors propose the best value in terms of Small Business Participation. The work to be performed directly by a small business Prime Offeror will also be evaluated as Small Business Participation. The SBPCKD, Section J, Attachment 0065, will become part of the resultant contract.

*** END OF NARRATIVE M0001 ***