SOLICITATION, OFFER AND AWARD

1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating	Page of Pages
	DOA6	1 170

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Requisition/Purchase Number
	W52P1J-11-R-0018	☐ Sealed Bid (IFB) ☒ Negotiated (RFP)		SEE SCHEDULE

7. Issued By Code W52P1J
ROCK ISLAND CONTRACTING CENTER
CCRC-DC
ROCK ISLAND, IL 61299-8000

BLDGS 60 & 390

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 1 signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** _____ **until** _____ **(hour) local time** _____ **(Date).**
Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	A. Name	B. Telephone (No Collect Calls)			C. E-mail Address
		Area Code	Number	Ext.	
	BENJAMIN SILTMAN	(309)	782-3688		BENJAMIN.SILTMAN@US.ARMY.MIL

11. Table Of Contents

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OFFER (Must be fully completed by offeror)

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

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

13. Discount For Prompt Payment (See Section I, 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):	Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror Code _____ Facility _____

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

15B. Telephone Number			15C. Check if Remittance Address is	17. Signature	18. Offer Date
Area Code	Number	Ext.	☐ Different From Above – Enter such Address In Schedule		

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:
☐ **10 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 _____

SCD PAS NONE ADP PT

25. Payment Will Be Made By Code _____

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

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

SECTION A - SUPPLEMENTAL INFORMATION
NOTICE

1. This is a DRAFT Request for Proposal (DRFP). It does NOT constitute a final Request for Proposal (RFP), or serve to bind the United States Government (USG) in any way. The USG is not utilizing this document to negotiate or solicit offers. NO OFFERS ARE REQUESTED AT THIS TIME.

This DRAFT RFP does not constitute a guarantee of a future RFP or requirement. It should not be assumed that the information contained here-in will be representative of the final RFP. Offerors will not be reimbursed for costs associated with reviewing and preparing comments in response to this DRFP.

2. The intent of Army Contracting Command-Rock Island (ACC-RI) is to provide an updated DRFP that reflects the changes from the previous Q&A with industry. While no formal Q&As are being requested, nor will they be posted, please address any portions of the DRFP that appear to be unclear or ambiguous to the points of contact in paragrpah 3 below. Industry's input and comments are requested on Clause H-19. Specifically regarding the frequency of reporting. Note: It is not intended for there to be a formal response from the Government to any comments from industry. However, should the Government deem it necessary to respond to certain industry questions or comments, it will post them to FedBizOpps and to the CTS information portal at http://www.ctswebsite.info/.

3. Any clarifications regarding this DRFP should be provided to the below individuals, via electronic mail.

Mr Dean Brabant, Contracting Officer, dean.c.brabant.civ@mail.mil
And
Mr. Benjamin Siltman, Contract Specialist, benjamin.r.siltman.civ@mail.mil
And
Mr. Joseph Bruggeman, Contract Specialist, joseph.a.bruggeman.civ@mail.mil

4. Information regarding this solicitation, including questions and answers, will be posted in Fed Biz Opps under solicitation W52P1J-11-R-0018 at https://www.fbo.gov/notices/bbd0cd394fe8beb66f8576c35d9e366a

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This Executive Summary is provided as a synopsis of important and relevant features of this solicitation. If conflict exists between this summary and the provisions of the solicitation, the provisions of the solicitation govern.

1. Army Contracting Command-Rock Island (ACC-RI), Rock Island, IL has a requirement to procure Communications and Transmissions Systems (CTS). The CTS requirements are at a System of Systems level, encompassing a broad range of communications systems and technologies, with corresponding System of Systems management and administrative responsibilities. Contractor-provided hardware and services include system integration, systems engineering and analysis, operations, maintenance, equipment and system installation, material procurement, facility and site preparation, outside plant trenching, software support, program management, logistics, technical field assistance, test and evaluation, modeling and simulation, information operations and assurance support, training, depot support at a vendor and regional levels. The orders shall be performed in conjunction with new and existing Government systems.

2. This proposed contract will result in a multiple award, five (5) year Indefinite-Delivery-Indefinite-Quantity type contract. The contract type is a hybrid containing: Firm Fixed Price (FFP), Cost Reimbursement (CR), and Time and Materials (T&M) line items. The Government reserves the right to make up to approximately 10 awards based on the quality and quantity of proposals received. Of these awards, the Government intends to reserve award of approximately four (4) contracts to small businesses within the competitive range to establish a small business award reserve. The Government reserves the right to make more or less than the planned number of awards if warranted by the proposals in the competitive range.

NOTE: The Government shall evaluate a maximum of one proposal from each offeror.

The guaranteed minimum will be the award of a website designed to manage Project Manager Defense Communications and Army Transmission Systems(PM-DCATS) Delivery Orders. The website shall encompass all requirements in the Performance Work Statement 4.3(see Section C Narrative). The estimated cumulative contract maximum for all awardees will be $10.5 billion. Only Contracting Officers at ACC-RI will have the authorization to issue and/or approve delivery orders off of the final contract.

3. Joint Ventures.

A joint venture for size determination purposes is an association of persons or concerns with interests in any degree or proportion by way of contract, express or implied, consorting to engage in and carry out a single specific business venture for joint profit, for which purpose they combine their efforts, property, money, skill, or knowledge, but not on a continuing or permanent basis for conducting business generally. A joint venture is viewed as a business entity in determining power to control its management. In accordance with FAR 19.101(7)(1)(B)(2), relaxed affiliation rules apply to the CTS contract. Size standards for the CTS contract apply to individual concerns, not to the combined assets, of the joint venture. Therefore, small business concerns can create teams that, combined, exceed the 750 employee number for the CTS NAICS as long as each individual affiliate can meet the 750 employee size standard.

Offerors should review the joint venture regulations at 13 CFR 121.103(h) dated February 11, 2011 before entering into and creating a JV and prior to submitting a proposal. All joint ventures (large and small) shall provide joint venture agreements with their proposal delineating how the JV is structured. Small business JVs shall show certification of each affiliate as a small business concern under the CTS NAICS. The JV must be registered in Central Contractor Registry (CCR) as its own, unique entity.

4. Ostensible Subcontracting.

Careful attention must be exercised with a small business JV with regards to ostensible subcontracting. An ostensible subcontractor which is to perform primary or vital requirements of a contract may have a controlling role such to be considered a joint venturer affiliated on the contract with the prime JV. For example, if a small business JV is arranged that subcontracts to a large business for a primary or vital portion of the requirement such that the large business may control the activities of the JV, then the large business could be considered an affiliate of the JV, disqualifying it as a small business. Pursuant the authority in FAR 19.302(b), the Contracting Officer reserves the right to question the small business representation of a Small Business Offeror at any time after the receipt of proposals if it is determined through the evaluation process that an ostensible subcontractor has a controlling role over the prime contractor.

5. Inapplicability of the Nonmanufacturer Rule.

Contact clauses 52.219-28 Post-Award Small Business Program Representation APR/2009 paragraph (d) and 52.204-8 Annual Representations and Certifications OCT/2010 paragraphs (a)(3) apply what is called the nonmanufacturer rule. In accordance with FAR 19.001, the Nonmanufacturer rule means that a contractor under a small business set-aside or 8(a) contract shall be a small business under the applicable size standard and shall provide either its own product or that of another domestic small business manufacturing or processing concern. The nonmanufacturer rule, as delineated in FAR 19.102(f), further states a concern submitting a bid or offer in its own name that proposes to furnish an end product it did not manufacture (a nonmanufacturer), is a small business if it has no more than 500 employees. The term nonmanufacturer includes a concern that can, but elects not to, manufacture or produce the end product for the specific acquisition.

The Government has determined that the nonmanufacturer rule does not apply to this acquisition for the following reasons. First, the acquisition is not a small business set-aside or 8(a) procurement. Further, the end product, defined within the CTS PWS, is the communication and transmission system, not just a collection of individual parts. The end-product is a fully integrated, interoperable, functioning communication system that meets the mission requirements. Each prime contractor, including small business contractors, will be providing a system and thus will be considered to be a manufacturer of the system.

6. A formal source selection process will be utilized and a Source Selection Evaluation Board (SSEB) will be convened. Any award(s) to be made will be based on the best overall (i.e., best value) proposal(s) that is determined to be the most beneficial to the Government utilizing a trade-off analysis, with appropriate consideration given to the four Evaluation Factors: Technical, Past Performance, Cost, and Small Business Participation. The Technical Factor has more weight than the remaining factors combined. The Technical Factor has three Subfactors, namely Sample Order, Performance Capability and Resources, and Management. The first two Technical Subfactors are equal in weight and when combined are significantly more important than the remaining Subfactor (Management). The Past Performance Factor is significantly more important than the Cost Factor. The Small Business Participation Factor is the least important factor. Offerors are cautioned that award may not necessarily be made to the lowest cost Offerors. To receive consideration for award, a rating of no less than "Acceptable" must be achieved in the Technical Factor (including all Technical Subfactors), and the Small Business Participation Factor.

7. Please see Sections L and M for descriptions of these criteria. Offerors are cautioned to read Section L, Proposal Instructions, carefully to ensure that any proposal submitted in response hereto includes all technical, past performance, cost, and small business participation information required by the solicitation. Failure to provide the required supporting documentation may result in an Offeror's proposal being rejected.

8. Delivery Orders will be competed in accordance with the fair opportunity provisions set forth in FAR 16.505(b)(1). The Government will use the CTS ID/IQ contracts, consistent with fair opportunity to compete provisions, to fulfill its CTS requirements unless otherwise exempted by law or regulation. When a delivery order is competed, small business participation and price or cost will always be considered and technical and other factors may also be considered. Past Performance of earlier orders under this contract including quality, timeliness, and cost control may considered for each delivery order competition. Past Performance will include an evalaution of the criteria under contract clause H-11. Submission of Past Performance information with Delivery Order proposals will not be required.

Delivery Orders may be issued by standard mail, fax, or electronic commerce. Evaluation of offers shall be in accordance with the evaluation guidelines and specific evaluation procedures in the Delivery Order Proposal Request.

9. <u>NOTICE OF ORGANIZATIONAL CONFLICT OF INTEREST</u>

Offerors are advised that employees of the firms identified below may serve as non-government advisors in the source selection process. These individuals will be authorized access only to those portions of the proposal data and discussions that are necessary to enable them to perform their respective duties. Such firms are expressly prohibited from competing on the subject

acquisition.

Systems Technologies, Inc. (SYSTEK)
185 State Route 36
West Long Branch, NJ 07764

AASKI Technology
804C West Park Avenue
Ocean, NJ 07712

In accomplishing their duties related to the source selection process, the aforementioned firms may require access to proprietary information contained in the Offerors' proposals. These support contractors will be required to protect the Offerors' information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished.

All contractor personnel included in the source selection organization are required to sign a Nondisclosure, Conflicts of Interest, and Rules of Conduct Certificate, which requires the participating individuals to protect source selection and proprietary information in accordance with the Procurement Integrity Act.

In accordance with FAR 9.505-4(b), each offeror shall enter into written agreements with AASKI and SYSTEK to permit disclosure of their proposals to these support contractors for the purpose of proposal evaluation. Copies of the executed agreements shall be provided to the contracting officer with offeror's proposal.

10. Export-Controlled Items. Offerors are hereby informed that performance under this contract is subject to DFARS 252.204-7008, Requirements for Contracts Involving Export-Controlled Items, found in Section I. A requirement of the PWS is to perform maintenance of military equipment defined as Export-controlled items meaning items subject to the Export Administration Regulations (EAR) (15 CFR Parts730-774) or the International Traffic in Arms Regulations (22 CFR Parts 120-130).

11. The Contracting Manpower Reporting requirement/clause will be included in delivery orders that are deemed predominately service. The Army Contractor Manpower Report shall be provided in accordance with the Performance Work Statement in the Section C Narrative and contact clause C-10 52.237.4511.

12. This contract contains clauses listed below that are required for performance of delivery orders overseas or OCONUS. Specifc clauses will be invoked on delivery orders that require them. Clauses that require additional information within them i.e. fill-in information, will be provided with Delivery Order Proposal Requests.

<u>Iraq/Afghanistan</u>
252.225-7997
952.222-0001
952.223-0001
952.225-0001
952.225-0002
952.225-0003
952.225-0004
952.225-0005
952.225-0006
952.225-0007
952.225-0008
952.225-0009
952.225-0011
952.225-0013
952.228-0001
952.228-0002
952.228-0003
952.236-0001
<u>Kuwait</u>
KSCR1-1
KSCR1-2
KSCR1-3
KSCR1-4
KSCR1-5
KSCR1-6
KSCR1-7
KSCR1-8
KSCR1-9

KSCR1-10
KSCR1-11
KSCR1-12
KSCR1-13
KSCR1-14
KSCR1-15
KSCR1-16
KSCR1-17
KSCR1-18
KSCR1-19
Pakistan
PSCR1-1
PSCR1-2
PSCR1-3
PSCR1-4
PSCR1-5

*** END OF NARRATIVE A0001 ***

	Regulatory Cite	Title	Date
A-1	52.204-7000 LOCAL	ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)	JUN/2005

Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at http://orca.bpn.gov.

(End of narrative)

(AS7002)

A-2	52.231-4510 (RICC)	RESERVATION	FEB/2010

In the event this contract is closed out, the GOVERNMENT RESERVES ALL ITS RIGHTS UNDER THE COST ACCOUNTING STANDARDS (CAS) PROVISIONS OF FEDERAL LAW including CAS 412, 413, and 416. These rights include but are not limited to such procedures and activities as accountings, segment closings, and adjustments as well as any other accounting practice or remedy that benefits the Government envisioned under the CAS provisions. Any contract language that states, suggests or means that "All Contractual Actions Have Been Completed and There are No Outstanding Balances on This Contract" does not affect this Government reservation of all its CAS rights under Federal law.

(End of Clause)

AS7100

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	FIRM FIXED PRICE LINE ITEM SECURITY CLASS: Unclassified SECURITY CLASS: Determined at Delivery Order Level. This CLIN is to provide CTS hardware and services on a Firm Fixed Price basis in accordance with the CTS Performance Work Statement (PWS). Specific requirements and pricing shall be set forth under individual Delivery Orders. Inspection, Acceptance, and FOB Point shall be specified by incorporating the appropriate clauses from Sections E and F on each individual Delivery Order. The delivery or performance schedule shall be determined on each individual Delivery Order. (End of narrative B001)				
0002	COST REIMBURSEMENT LINE ITEM SECURITY CLASS: Unclassified SECURITY CLASS: Determined at Delivery Order Level. This CLIN is to provide CTS hardware and services on a Cost Reimbursement basis in accordance with the CTS Performance Work Statement (PWS). Specific requirements and pricing shall be set forth under individual Delivery Orders. Inspection, Acceptance, and FOB Point shall be specified by incorporating the appropriate clauses from Sections E and F on each individual Delivery Order. The delivery or performance schedule shall be determined on each individual Delivery Order. (End of narrative B001)				
0003	TIME AND MATERIALS LINE ITEM				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECURITY CLASS: Unclassified SECURITY CLASS: Determined at Delivery Order Level. This CLIN is to provide CTS hardware and services on a Time and Material basis in accordance with the CTS Performance Work Statement (PWS). Specific requirements and pricing shall be set forth under individual Delivery Orders. Inspection, Acceptance, and FOB Point shall be specified by incorporating the appropriate clauses from Sections E and F on each individual Delivery Order. The delivery or performance schedule shall be determined on each individual Delivery Order. (End of narrative B001)				
0004	CTS WEBSITE/CENTRAL DATA REPOSITORY SECURITY CLASS: Unclassified This CLIN is to award the website designed to manage PM DCATS Delivery Orders and will be awarded on a Firm Fixed Price basis. The website shall encompass all requirements in PWS paragraph 4.3. Refer to Section L paragraph L.5.3.1. (End of narrative B001)	1	EA		$_____
0005	ARMY CONTRACTOR MANPOWER REPORT SECURITY CLASS: Unclassified The Army Contractor Manpower Report shall be provided in accordance with the Performance Work Statement (PWS) Paragraph 7.0 and contract clause 52.237-4511. (End of narrative B001)				

Name of Offeror or Contractor:

	Regulatory Cite	Title	Date
B-1	952.225-0006 (C3)	CONTRACT DELIVERY REQUIREMENTS	JUL/2010

(a) REQUIRED DELIVERY DATE: (TBD at delivery order level)

(b) CONTRACTOR DELIVERY LOCATION: (TBD at delivery order level)

(c) POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE:

Name: (TBD at delivery order level)
Phone No.: (TBD at delivery order level) email: (TBD at delivery order level)

(d) FINAL DELIVERY DESTINATION: (TBD at delivery order level)

(e) POINT-OF-CONTACT AT FINAL DESTINATION:

Name: (TBD at delivery order level)
Phone No.: (TBD at delivery order level) email: (TBD at delivery order level)

(f) REQUIRING ACTIVITY: (TBD at delivery order level)

(End of clause)

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1.0 SCOPE

1.1 General

This Performance Work Statement (PWS) establishes the requirements for the Communications and Transmission Systems (CTS) program. CTS requirements are at a System of Systems level, encompassing a broad range of communications systems and technologies, with corresponding System of Systems management and administrative responsibilities. Contractor-provided hardware and services include system integration, systems engineering and analysis, operations, maintenance, equipment and system installation, material procurement, facility and site preparation, outside plant trenching, software support, program management, logistics, technical field assistance, test and evaluation, modeling and simulation, information operations and assurance support, training, depot support at a vendor and regional levels. The work shall be performed in conjunction with new and existing Government systems. This PWS provides the general requirements; specific requirements will be defined in subsequent individual Orders.

1.2 Delivery/Performance Period Requirements

The contract will be an Indefinite Delivery Indefinite Quantity (IDIQ) multiple award contract (MAC) with a five (5) year period of performance. Orders may be issued anytime within this period on a Fixed Price (FP), Cost Reimbursement (CR), and Time & Material (T&M) contract type or a possible combination of contract types. The intent of the Government is to issue orders using FP and CR contract types. T&M will be limited to work overseas and when deemed appropriate and necessary. All services shall be performance-based to the maximum extent practicable.

As defined in Federal Acquisition Regulation (FAR) Part 2.101:

A Delivery Order means an order for supplies or services placed against an established contract.

Individual orders shall clearly describe all services to be performed or supplies to be delivered so the full cost or price for the performance of the work can be established when the order is placed.

The delivery order duration expected over the course of the life of the CTS contract is dependent upon the system being procured. Once a system is completely fielded, the CTS contractor would transition it to the Operations and Maintenance (O&M) Command which assumes responsibility of the system. Further support may continue to be provided by the CTS contractor at this time and would be dependent on the needs of the O&M Command. The timing for this transition is system-dependent and would normally be determined by a number of factors, to include, but not limited to the systems': use of COTS; technology development level; software requirements. All Periods of Performance (POP) will be clearly defined in individual orders.

1.3 Contracting Officers Representative (COR)

In the instances were Orders are primarily services, the (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to:

a. Perform inspections necessary in connection with contract performance.
b. Assure that the Contractor performs the technical requirements of the contract.
c. Maintain written and oral communications with the Contractor concerning technical aspects of the contract.
d. Issue written interpretations of technical requirements, including Government drawings, designs, and specifications.
e. Monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies.
f. Coordinate availability of government furnished property, and provide site entry of Contractor personnel.

A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

The Government Contracting Officers Representative (COR) for this effort will be identified after award time of award:

Name: TBD
Organization: TBD
Address: TBD

Email: TBD
COM: TBD
DSN: TBD
Facsimile: TBD

2.0 APPLICABLE DOCUMENTS

Following is a listing of government documents that may be required in performance of Orders under this contract. All applicable documents will be cited as necessary in individual Orders.

2.1 Military Standards

All applicable documents will be cited as necessary in individual Orders

2.2 Data Item Descriptions (DIDs)

DI-FNCL-80912: Performance and Cost Reports for T&M Requirements, dated 6 October 1989
DI-MGMT-80711: Contractor's Progress, Status and Management Report
TBD: Army Contractor Manpower Reporting
DI-MISC-80711A: Scientific and Technical Reports, dated 21 January 2000
DI-MGMT-80934A: Operations Security (OPSEC) Plan
DI-MGMT-81642: Small Business Participation Report

2.3 Department of Defense (DoD) Manuals

All applicable documents will be cited as necessary in individual Orders

3.0 REQUIREMENTS

The Contractor shall provide the systems, hardware and services required by individual Orders pursuant to the general requirements specified herein. General terms appear in paragraph 3.1. Contract management requirements are specified in paragraph 3.2. paragraph 3.3 describes the products and services to be delivered on an individual Order basis. As stated in paragraph 1.2, Orders may be issued on a FFP, CR and T&M basis.

A COR or Government Technical Leader (GTL) will be identified for each order. All activities performed in the CTS shall be performed IAW best commercial practices and Government standards, regulations, as described herein and within each Order.

The Government COR or designated representative has the right at all reasonable times, to inspect or otherwise evaluate the work performed or being performed. If any inspection or evaluation is made by the Government of the premises of the Contractor or a subcontractor, the Contractor shall provide, and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

3.1 Materials, Equipment, and Facilities

3.1.1 Government Furnished Material

Government Furnished Material (GFM) and Government Furnished Equipment (GFE) may be provided to support individual Orders. In such cases, the GFM and GFE provisions at Sections H and I of this contract will be supplemented by specific delivery and disposition instructions provided in the corresponding Order. The Contractor shall be responsible for preventing damage to all Government Furnished Property/Equipment while being moved, handled, disassembled, inspected, repaired, modified, reassembled and stored. The Contractor shall be responsible for maintaining Government equipment while it is stored, to include calibration and preventative maintenance checks and services. If the Contractor loses or damages the equipment, it will be the Contractors responsibility to replace or repair the equipment to the Governments satisfaction at no additional cost to the Government.

It is not the Governments intent to provide Government Furnished Property/Government Furnished Facilities with an acquisition cost of less than $5,000, unless on an exception basis as specified by an Order and appropriate Government approvals are in place.

All Contractor acquired equipment for performance of an Order shall be specified in the Delivery Order Plan (DOP) and subsequently listed in the Order. Equipment that the Government has entitlement to shall be returned to the Government when requested or at the conclusion of the Order.

3.1.2 Government Support

The COR shall provide the Contractor access to all available Government furnished information, facilities, material, equipment, services, etc., as required to accomplish each Order. The Contractor shall provide the necessary documentation to gain access to sensitive or rights guarded data.

3.1.3 Security

The Security requirements for the Basic Contract are defined by the Department of Defense (DoD) Contract Security Classification Specification, DD Form 254, located in Section J of the Contract. As required by the Order, Contractor facilities shall provide an

appropriate means of storage for classified documents, classified equipment and materials, and non-classified equipment and materials, in accordance with Operational Security (OPSEC) and Communications Security (COMSEC) requirements. The Contractor shall, independent of CTS, possess a COMSEC account in accordance with DD Form 254 prior to contract award. Security clearance requirements for Contractor personnel, up to and including TOP SECRET, will be specified in individual Orders, if required.

The Prime Contractor shall possess a TOP SECRET facility clearance and a TOP SECRET safeguarding capability prior to contract award. The Contractor shall require access to COMSEC information, Sensitive Compartmented Information (SCI) and Non-SCI Intelligence information, North Atlantic Treaty Organization (NATO), and For Official Use Only (FOUO) information. The Contractor may require access to Security/Program Classification Guide(s) (SCG) and to the Secret Internet Protocol Router Network (SIPRNET).

The Contractor will receive and generate classified material and fabricate/modify/store classified hardware. Software requirements are additional and will be identified on DD Form 254. The Contractor, or subcontractor shall have access to a Government approved Sensitive Compartmented Information Facility (SCIF).

The Contractor will have access to classified information overseas and will be authorized to use the Defense Technical Information Center (DTIC). A COMSEC account will be required and there may be a TEMPEST requirement as specified in the order. Additional OPSEC requirements to the National Industrial Security Program Operating Manual (NISPOM) are in effect. Use of the Defense Courier Service is authorized. Performance of this contract will be worldwide, as designated by the Order.

Information Disclosure. All public release of information shall require authorization from the government in writing, however all information FOUO or higher will be cleared IAW Section 12 of the DD Form 254. All information gathered by the Contractor to provide services to the US Government shall be considered contractually sensitive and shall not be released to any person or organization not part of the US Government, and shall become the property of the US Government.

3.1.4 Personnel Security Requirements

Access to classified documents, studies, reports, and other documentation and information may be required. Consequently, a U.S. Secret clearance is required. When required, the Contractor may be tasked to access a Sensitive unclassified network and the duties to be performed by Contractor personnel under the PWS have been designated as IT-I/IT-II sensitive positions. The Contractor shall initiate the appropriate level of security clearance background investigation to result in issuance of a Secret security clearance. Information gathered, developed, analyzed, and produced under this PWS remains the property of the US Army and shall be protected from unauthorized or inadvertent modification, disclosure, destruction, or use. Prior to the arrival of any Contractor employee to commence work under this contract at any Government site, the Contractor must provide advance notice to the Government for visitor control purposes and verification of security clearance. Personnel security requirements up to and including Top Secret Sensitive Compartmentalized Information shall be set forth in individual Orders.

Army Regulation (AR) 25-2, Information Assurance requires active duty military, DoD civilian, DoD consultants, and support Contractor personnel performing work on sensitive automated information systems (AISs) to be assigned to positions which are designated at one of 3 sensitivity levels (IT - I, IT - II, or IT - III). These designations equate to Critical Sensitive and Non-Critical Sensitive positions. The employing Contractor shall ensure individuals assigned to these sensitive positions have completed the appropriate access request forms.

IT Level - I - Individuals assigned to positions where damage to DoD networks and development systems can be accomplished and no checks are in place to determine potential destruction of sensitive information. The investigation requirement for these positions is completion of a Special Security Background Investigation (SSBI) with favorable results.

IT Level - II and III -- Individuals assigned to positions where daily unsupervised access to DoD networks and information systems containing Sensitive but Unclassified or Sensitive Classified up to and including Collateral Secret information is a portion of their duties. The investigation requirement for these positions is completion of a Defense National Agency Check with Written Inquiries (DNACI) with favorable results. (Note: For United States citizens, a submitted DNACI with a successful local records check will allow assignment to positions at the discretion of the Contracting Officer and in the best interest of the DoD before the completion of the investigation).

In all cases, the Contractor shall forward employee investigation information to the Contracting Officer before assignment of these individuals on this contract and shall ensure a visit request with that investigation information is provided yearly.

The Government retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status, whose actions while assigned to this contract conflict with the interests of the Government. The reason for removal shall be fully documented in writing by the Contracting Officer.

<u>Investigative Requirements.</u>

REFER TO ATTACHMENT 0005 IN SECTION J FOR THE INVESTIGATIVE REQUIREMENTS TABLES.

Unescorted access.

If required, applicable and authorized, unescorted access shall be provided to Government and Contractor facilities.

The Contractor may be required to provide a COMSEC Custodian and COMSEC custodianship in any and all Area of Operations as requested by the designated COR or GTL. The Contractor shall be responsible for All COMSEC requirements, initiated and required by the Government at time of request.

3.1.5 Contractor Personnel

The Prime Contractor shall maintain a file of resumes of all personnel assigned to this contract for the duration of the contract. For T&M Delivery Orders, any Labor Category changes for an individual performing on specific Orders must be concurred in writing by the Contracting Officers Representative.

The Contractor shall provide personnel having security clearances up to TS/SCI as identified in applicable Orders.

The Contractor shall provide only fully trained, experienced, and technically proficient personnel. Training of Contractor personnel shall be performed by the Contractor at their expense, unless otherwise directed by the Contracting Officer.

3.1.6 Non-Developmental Items and Processes

Non-Developmental Items (NDI) and Commercial-Off-The-Shelf (COTS) products shall be used to the maximum extent practicable.

3.1.7 Safety and Environmental

The Contractor shall comply with all applicable federal, state and local safety, health and environmental regulations, including the National Environmental Policy Act (NEPA).

3.1.7.1 System Safety and Health Hazards

The Contractor 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 contractual tasks. Safety and health hazards shall be managed consistently with mission requirements. All inherent hazards shall be identified, evaluated and either eliminated or controlled to ensure minimum risk to the environment and personnel. Records shall be kept for the life of the contract plus two years. These records shall be made available to the Government upon request.

3.1.7.2 Hazardous Materials

The Contractor shall implement a Hazardous Material Management program to reduce and control hazardous materials utilized in the performance of this contract. The use of hazardous or corrosive materials shall be reduced in accordance with DODD 4210.15. No Class I Ozone Depleting Substances shall be used or delivered in the performance of this contract.

3.1.7.3 Safety Assessment Report

When required by the specific Order, the Contractor shall provide a Safety Assessment Report (SAR) that shall address hazardous material in its hazardous material section of System Safety Verification Checklist, SEL Form 1183. The Order shall require a Material Safety Data Sheet (MSDS) for hazardous materials that are required to be incorporated into the system.

3.1.8 Travel

The Prime Contractor shall ensure that all travel is in accordance with the Joint Travel Regulations (JTR). All travel requests must be approved in writing by the Government POC.

3.2 Program Management

3.2.1 The Contractor shall establish a single management focal point to accomplish the administrative, managerial and financial aspects of this contract. The Contractor shall establish a project office and associated personnel within 50 mile distance of Ft. Belvoir, VA no later than 60 days after contract award. The Contractor shall maintain the project office for the term of the contract. This facility does not require a security clearance.

3.2.2 Program Management Plan (PMP):

Contractor shall develop a detailed PMP that addresses the following:

(1) Contractors program management structure and the tools to be used for management of delivery orders, such as oversight and management of system production, including but not limited to; system integration, systems engineering and analysis,

operations, maintenance, equipment and system installation, material procurement, facility and site preparation, outside plant trenching, software support, program management, logistics, technical field assistance, test and evaluation, modeling and simulation, information operations and assurance support, training, depot support at a vendor and regional levels; managing critical issues; controlling cost/price and schedule; report preparation, and maintenance of records.

(2) Contractors approach to identify, track, monitor, manage, and mitigate risk associated in delivery order execution. Risk factors may include those inherent in the work or unique to the Contractors chosen approach.

(3) The Contractors approach to manage and coordinate subcontractor efforts.

3.2.3 Quality Assurance System.

Contractor shall submit complete details outlining its Quality Assurance System to the Government. During the term of this contract, the Contractor shall execute a Quality Assurance Plan (QAP) and provide updates to the Government as changes occur. The Contractors Quality System shall comply with International Standards Organizations (ISO) 9001:2008, or an equivalent system approved by the Government. The Government has a right to audit the Contractors Quality Assurance System, or any part thereof, at any time during contract performance. Any discrepancies or deficiencies shall be addressed to the satisfaction of the Government. The Contractor's Quality Assurance System shall:

(1) Be independent from all other parts of the Contractor's organization.

(2) Be directly accountable to the Contractor's top management.

(3) Facilitate direct and indirect communication with the Government regarding performance of the contract and delivery orders.

(4) Focus on prevention and identification of contract/delivery order deficiencies.

(5) Utilize a system of customer feedback as a means of determining performance quality.

(6) Require maintenance of records for all Contractor Quality Assurance actions.

3.2.4 Quality Assurance Plan (QAP).

The Contractor shall develop a comprehensive plan to implement their Quality Assurance System. The Contractors QAP provides, in writing, the details of the Contractors plan to ensure that performance of work complies with the terms and conditions of the contract and delivery orders. The Contractor shall receive a Notice of Acceptance of the QAP, or any proposed changes to the QAP, from the Government prior to implementation. This Notice of Acceptance shall be issued by the PCO or the GTL/COR. At a minimum, the Contractors QAP shall address:

(1) Internal work performance standards.

(2) Productivity measurement and work control, including work scheduling, work flow, analysis and application of established standards for production of the systems.

(3) Quality action processes, with emphasis on prevention and identification of contract nonconformance, as well as action taken to prevent recurrence, to include internal audit, self audit, and internal correction processes.

(4) Management, accountability, maintenance, and utilization of Government property.

(5) Project management and administration.

(6) Financial management, including accuracy of cost control data and reporting (when required).

(7) Industrial relations and human resources management, to include training, certification and clearance requirements for all contractor and subcontractor personnel.

(8) Document and record control processes.

(9) Nonconformance control processes.

(10) Inspection processes.

(11) Quality data analysis processes.

(12) Quality training processes.

(13) Customer satisfaction processes.

3.2.5 Organizational Conflict of Interest

Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractors mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

3.2.6 Delivery Order Request (DOR)

As requirements for communications and transmission systems arise, an DOR will be competed among those Prime Contractors designated in accordance with (IAW) the procedures of the Basic Contract. Each Order will define the user requirements, hardware to include, associated spares, repair parts, technical specifications, personnel and logistic support, and any other requirements for the systems and services being procured.

The Contracting Officer will issue a DORto the Contractors upon identification of the need for an Order. Fair opportunity requirements shall be in accordance with FAR 16.5. The Governments DOR does NOT constitute an authorization to start work nor serve as a basis for any future claims against the Government. The Government is not required to approve the resulting DOR or issue an Order.

It is the Governments intent to issue DORs that reflect a Performance-Based Contracting approach IAW FAR Part 2.101.

3.2.7 Submission of a Delivery Order Plan (DOP)

Within three (3) business days of receipt of the DOP, the Contractor shall submit Intent to Respond to the DOP to the Contracting Officer. The Contractor shall submit a DOP in accordance with the Governments request. The following information shall be provided:

3.2.7.1 The following shall be addressed in every DOP:

(1) DOP Summary including:

- DOP number;
- Date submitted;
- Contractors name;
- Contractor lead for the order contact information;
- Primary subcontractor(s) (as applicable);
- Proposed start and finish dates;
- Proposed total cost with separate option or CLIN pricing, as applicable;
- Reference to any unique terms or conditions, or any requests to deviate from standard contract terms and conditions.
- Deliverables and Schedules

(2) Complete description of the technical approach to satisfying Order requirements.

(3) Microsoft Project file indicating expected start and completion dates, and personnel resources for all critical project tasks and sub-tasks.

3.2.7.2 The following shall be addressed only in DOPs for CR and T&M tasks:

(1) The DOP summary required above shall also state the total dollars and percentages for labor, materials and ODCs;

(2) The cost proposal shall be submitted in spreadsheet format. The first tab shall be a summary to include a top level rollup of the costs by labor, materials, other direct costs (ODC), and total cost. Labor shall further be broken out by labor category and hours. A separate tab shall be used for the prime and each subcontractor.

(3) Material costs shall indicate raw material costs and material handling charges, as applicable. The nature and cost associated with each ODC shall be described.

(4) Bill of materials, indicating the source, quantity, unit cost and total cost for all required materials;

(5) Cost or Pricing Data or Information Other than Cost or Pricing Data may be required where there is not adequate price competition as defined in FAR 15.403-1(c).

(6) Any proposed key personnel and their position title(s) for the performance of a delivery order should be designated in each order.

(7) Proposed period of performance, reports and other deliverables shall be provided.

3.2.7.3 The following shall be addressed only in DOPs for FFP tasks:

(1) A detailed description of the hardware and services being provided by the Contractor to include the associated cost and deliverables.

(2) A performance-based milestone payment schedule, as applicable.

(3) Cost or Pricing Data or Information Other than Cost or Pricing Data may be required where there is not adequate price competition as defined in FAR 15.403-1(c).

3.2.8 Order Execution Plan (DOP) Evaluation

The Government will complete evaluation of each DOP and may enter discussions if required. The Contractor shall provide an updated DOP to address the results of such discussions if requested.

3.2.9 Award of Orders

Upon selection of a successful Contractors DOP by the Government, the Contracting Officer shall issue an Order upon which the Contractor shall commence work at time of award

3.2.10 Meetings and Reviews

3.2.10.1 Post Award Conferences

The Government intends to convene a Post-Award Conference with each Prime Contractor within 60 days after contract award. The Contracting Officer will notify all Prime Contractors of a specific date, location and agenda within 15 days after contract award.

3.2.10.2 Status Meetings

The Government reserves the right to call meetings from time to time to discuss any issue as may arise during the course of the contract. These meetings may be called at either the Contractors or the Governments facility, at the discretion of the Government. Specific dates, locations, agenda and attendance requirements will be specified by the appropriate Government representative, at least five (5) calendar days prior to the meeting. The Contractor shall publish the Agenda for all such meetings and prepare Minutes for these meetings. (CDRL C0001 and DI-MISC-80711)

3.2.11 Digital Work Format

All program requirements, contract actions and data interchanges shall be conducted in a digital environment using electronic and web-based applications. At minimum, such data shall be compatible with the Microsoft Office 2007\'ae family of products or the most current version used by the Government.

3.2.12 Contractor Staff

In performing under this Order, the Contractor shall use only fully trained, experienced, and technically proficient personnel. Training of Contractor personnel shall be performed by the Contractor at his expense.

3.3 Contract Tasks

The Contractor shall provide the hardware and services required by individual Orders. Each Order shall provide a detailed description of the technical, personnel, and schedule requirements. The products and services to be delivered on the individual Order may be procured on a FFP, CR and/or T&M basis.

The Government, through any representative authorized by the Contracting Officer, has the right at all reasonable times, to inspect or otherwise evaluate the work performed or being performed. If any inspection or evaluation is made by the Government of the premises of the contractor or a subcontractor, the contractor shall provide, and shall require his subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All

inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

3.3.1 Communication and Transmission Systems (CTS)

CTS provides integrated solutions that consider the life cycle of any given system and its relationship with other systems. The objective of this acquisition is to obtain hardware and related support services. This System of Systems approach will integrate functional and operational activities in the most technically proficient and cost-effective manner. These systems include commercial, modified commercial and MIL-SPEC systems. The systems shall meet environmental requirements for transportation, storage and operation worldwide during contingency and wartime missions. The contractor shall provide Engineer, Field, Install, and Test (EFI&T) and Operation and Maintenance (O&M) support and turn-key solutions to meet user requirements. These networks shall deploy satellite and long-haul terrestrial transmission communications technologies that provide Warfighters and customers with voice, data and video services worldwide.

The Contractor must be capable of providing turn-key solutions for all the CTS tasks. Specific requirements will be delineated in the individual Orders. The Contractor shall be required to deliver systems IAW the performance characteristics, interoperability, and interfaces as specified on each awarded Order. The Contractor shall implement and maintain a Quality Assurance system to ensure product integrity that is consistent with current standards and practices as set forth in the Order. The systems are identified below for all possible capabilities and configurations. The systems shall include application software to provide a graphical user interface to enable system configuration, troubleshooting, and real time system status.

The work to be performed requires the Contractor to have a broad technical understanding of communication and transmission systems that include transmission media (satellite, microwave, fiber optics, copper, Over-the-Horizon, radio, and wireless); communications systems that provide turn-key solutions; hardware and software; satellite broadband; baseband; space segment; and support services.

Communications support provided may include all communication mediums and involve a wide number of established and developing protocols, and networking schemes including Local Area Networks (LANs), Wide Area Networks (WANs), Metropolitan Area Networks (MANs), providing INTERNET, Non-Secure Internet Protocol Router Network (NIPRNET), Secret IP Router Network (SIPRNET), Combined Enterprise Regional Information Exchange System (CENTRIX), Joint Worldwide Intelligence Communication System (JWICS), secure and non-secure Video Teleconferencing (VTC), Defense Red Switch Network (DRSN), DISN Videos Services Global (DVSG), multimedia, and other interface networking systems. The contractor may provide support to requirements that include EoIP, VoIP, circuit-switched voice, circuit-switched data, and packet data; and encompass all phases of engineering support.

The communication and transmissions systems shall consist of the Antenna, Radio Frequency (RF) electronics, Intermediate Frequency (IF) electronics, baseband, COMSEC, and equipment, as specified in the Order. These systems shall be configured and ordered as a complete system, or as elements of a system, sub-system (RF or base band), or component. These include: hardware, software, technology integration, insertion and system upgrades engineering services and data, logistics data, system and network configuration. interoperability testing, engineering, and prototyping.

The systems, subsystems, and equipment within CTS may be installed in transit cases, shelters, vehicles, trailers or fixed facilities, using standardized equipment racks for mounting components and provide protection from environmental hazards, employing lightning protection for outdoor electronics and air conditioning and heating suitable for worldwide operation. The CTS equipment and systems shall operate from worldwide and generator prime power sources, and provides uninterruptible back-up power, as specified in the Order.

The Contractor shall ensure systems meet all applicable network and interoperability certifications, security policies and accreditations as delineated in the specific Order, for example: DoD Information Assurance Certification and Accreditation Program (DIACAP) DoD Instruction 5200.40 and AR 25-2 Information Assurance.

The contractor shall perform all testing and acceptance. The contractor shall provide a test report to the Government that provides test results of all testing completed. The contractor shall assist the Operations and Maintenance (O&M) user with the cutover and migration plan for the new transmission system equipment.

The Government shall provide the contractor records of all Government-owned property (other than Real Property) and equipment that are under warranty and used, managed, or supported under this contract. Records will identify the item, the nature and expiration of the warranty, and the names and locations of the firms to contact about entitlement under the warranty. The contractor shall maintain copies of warranty records on any items of equipment or repair items to which the Government will take title or which will be installed on Government property. Upon the Government taking title, the contractor will provide the said records. (CDRL C0001 and DI-MISC-80711)

3.3.1.1 Fixed Station Satellite Systems (FS3)

The Fixed Station Satellite System (FS3) shall provide single or multi-carrier worldwide operation on military and commercial satellites, including UHF through EHF frequency bands. The satellite system shall operate in a fixed or shelterized facility, in a point-to-point, hub-spoke, or mesh environment; that shall employ various satellite access techniques including Frequency Division Multiple Access (FDMA), Time Division Multiple Access TDMA, Demand Assigned Multiple Access (DAMA), Spread Spectrum Multiple Access (SSMA), Digital Video Broadcasting - S2 (DVB-S2), or any combination of the above.

The satellite system shall typically employ a 0.9 meter to 11 meter antenna reflector and power amplifier sufficient to support link defined Bit Error Rate (BER), availability, and reliability requirements. The antenna and RF electronics shall meet the required military and commercial antenna specifications and type approval, certifications to operate worldwide on military or commercial satellites. The antenna shall be permanently mounted or use a non-penetrating antenna structure. The satellite terminal may include the auto acquisition and tracking capabilities as specified in the Order.

The FS3 shall be operated by Government or Contractor personnel. The FS3 shall interface and be interoperable with systems and equipment as specified in paragraph 3.3.1.3 Baseband, Technical Control (TCF), Main Communication Facility (MCF) and Ancillary Equipment, and shall be interoperable with currently deployed systems and equipment as specified in the Order. If the FS3 is not collocated with systems and equipment specified in paragraph 3.3.1.3, then an Interconnect Facility (ICF) may be required to establish the interface and provide connectivity.

3.3.1.2 Deployed Satellite Systems

The Deployed Satellite System shall provide a single or multi-carrier worldwide operation on military and commercial satellites, including UHF through EHF frequency bands. The Deployed Satellite System may use transit cases, shelter, vehicle, or trailer; and operate in a point-to-point, hub-spoke, or mesh environment; employing various satellite access techniques including FDMA, TDMA, DAMA, SSMA, DVB-S2, or any combination of the above. The satellite system may include Communications-On-The-Quick-Halt (COTQH) and Communications on the Move (COTM).

The Deployed Satellite System typically employs a .9 meter to 3.8 meter antenna reflector and power amplifier sufficient to support link defined BER, availability, and reliability requirements. The antenna and RF electronics shall meet the required military and commercial antenna specifications and type approval, certifications to operate worldwide on military or commercial satellites.

The Deployed Satellite System shall be operated by Government or Contractor personnel and shall include application software to provide a graphical user interface to enable system configuration, troubleshooting, and real time system status.

The Deployed Satellite System shall be transported by air, land or sea to a staging area during deployments from garrison to the field. The Deployed Satellite System may include communications and baseband systems/equipment as specified in Para 3.3.1.3 Baseband, Technical Control (TCF), Main Communication Facility (MCF) and Ancillary Equipment and shall interface and be interoperable with currently deployed systems and equipment as specified in the Order. If the Deployed Satellite Systems are not collocated with systems and equipment specified in Para 3.3.1.3, then an ICF may be required to establish the interface and provide connectivity.

3.3.1.3 Baseband, TCF, MCF and Ancillary Equipment

The Contractor shall provide baseband and ancillary systems/equipment to support user requirements worldwide. The Contractor shall Engineer, Furnish, and Install, Test, Operate and Maintain baseband, Tech Control Facilities (TCF), Main Communications Facilities (MCF), and Ancillary systems/equipment. Specific requirements and configurations will be based on user requirements determined by system, terminal or site-by-site basis and will be delineated by the project. The Contractor shall provide baseband systems and ancillary equipment that provides voice, data, video teleconferencing, broadcast video, imaging, Timing and Synchronization (T&S), Remote Alarm Management and Monitoring, Network Management Systems, and Manager-of-Manager system integration and interoperation. Installed systems and equipment shall support the World Wide Technical Control Improvement Program (WWTCIP) or order requirements.

The baseband systems shall include TCF and MCFs that provide Communications Security (COMSEC) / Transmission Security (TRANSEC); wide-area networks and core backbone switching and routing systems; Multi-Protocol Label Switching (MPLS); multiplexing; modulation; switching (voice, data, video); patch and test (P&T); wireless; Alarm Management Systems; Timing and Synchronization (T&S), Grounding, Bonding and Shielding (GBS); Network Management Systems (NMS); Optical Fiber and Copper Transmission Systems to include interface to long haul systems, Inside Plant (ISP) and Outside Plant (OSP); long haul terrestrial systems; and Test, Measurement, & Diagnostic Equipment (TMDE).

3.3.1.4 Long-Haul Transmission Systems

The Contractor shall provide long haul transmissions systems and equipment to include microwave (MW), optical networks (including DWDM technologies), copper, Over-The-Horizon, and Free Space Optics (FSO) solutions. The specifications, interfaces, and configuration of the Long Haul transmission system shall be provided by the Government, as specified in the Order. These systems, networks, and equipment may include Military Specifications (MILSPECs), COTs, Modified COTS and Non-Developmental Items (NDI).

The Contractor shall provide Long Haul Transmission System design that includes MW link and path analysis to determine the viability of the link. The link and path analysis shall be provided to the Government for approval prior to implementation, as specified in the Order.

The Long-Haul transmission systems shall be operated by Government or Contractor personnel and may include network monitoring software, automated test equipment, and software that provides a graphical user interface with conventional pull-down menus to enable system configuration, troubleshooting, and real time system status.

The Long-Haul transmission system/equipment shall interface with existing baseband equipment. If new baseband equipment is required, the system shall meet all interface requirements delineated in the Order. The Long-Haul transmission equipment may include communications and baseband systems and equipment as specified in Para 3.3.1.3 Baseband, Technical Control Facility (TCF), Main Communication Facility (MCF) and Ancillary Equipment and shall interface and be interoperable with existing baseband equipment specified in the Order.

3.3.1.5 Radio Systems

The Contractor shall provide the hardware, spare parts and support services required for Radio Systems. Systems and equipment provided may include MILSPECs, Modified COTS and NDI technology products and services capable of meeting all applicable DoD network certifications, security policies and accreditations. The products and services shall include: full system solutions, equipment, technical assistance, and system design and analysis.

Radio Systems and equipment shall meet all Federal, international and military mandated regulations, as delineated in the specific Order. The Radios systems and equipment shall be capable of operating in multiple frequency bands, including UHF and Very High Frequency (VHF). The Radio systems and equipment shall operate in trunked and conventional modes, and may support both digital and analog signals as specified in the Order.

The Contractor shall be capable of providing commercial and/or tactical radio technology, integrated information and communications networks, products and services. These offerings shall allow customers to acquire tailored solutions to their specific radio/network requirements.

3.3.1.6 Wireless Systems

The Contractor shall provide Wireless systems that employ radio technology, products and services that meet all applicable DoD network certifications, security policies and accreditations, to include but not limited to, DoDD 8100.2, Use of Commercial Wireless Devices, Services, and Technologies in the DoD GIG. The products and services offered shall include wireless system solutions, equipment, technical assistance, system design and analysis. The analysis shall include wireless coverage maps and interference, as specified in the Order.

The wireless systems shall be compliant with current and emerging wireless technology and guidance, to include: Institute of Electrical and Electronics Engineers (IEEE) Wi-Fi Protected Access-2 (WPA-2) Enterprise non-proprietary encryption in a standards-based IEEE 802.11i, supporting 802.11a/h for long distance, point to multi-point bridging and IEEE 802.11b/g for access point standards; WiMAX; cellular; National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS) 140-2 (FIPS-140-2); and Wireless Intrusion Detection Sensor (WIDS). The wireless system shall include the ability to be network managed, as specified in the Order.

The Wireless systems shall be intuitive for ease of use and operator interface; capable of operating indoor, outdoor and on aerial masts; self contained to reduce the number of cables and components. Specific requirements will be delineated in the Order.

3.3.1.7 Audio/Visual Systems

The Contractor shall establish, sustain, upgrade and/or relocate Audio/Visual Systems. These systems include four equipment categories: voice, video, data, and control systems, capable of being accredited at the appropriate security level. These systems provide visual acuity of video displays and distribution of visual information coupled with interference free audio on telephony and other sound systems contributing directly to mission success. Large open operations areas capable of hosting numerous personnel workstations while providing clear access to large video screens that facilitate the use of collaborative tools supported by robust data networks.

3.3.1.8 Critical AC/DC Power and Environmental Systems (CADPES)

The Contractor shall provide Critical AC/DC Power and Environmental System (CADPES) installation and upgrades for communications and satellite terminal facilities. The Contractor shall provide AC/-48VDC Power Plant and Systems, lightning protection, fire suppression, and Environmental Systems engineering, installation, O&M, replacements and upgrades for telecommunications and satellite terminal facilities used by the Military Departments (MILDEPs), DoD, and US Government facilities. The Contractor shall engineer, furnish, install, and test critical power and environmental system installations and upgrades to include: electrical distribution; generators; UPS/batteries; Transformers; Switchgear; Automatic Transfer Switches (ATS); and Heating, Ventilation, Air Conditioning (HVAC). These solutions shall include wind, solar, hydro and other alternative energy sources.

The Contractor shall engineer, furnish, install, and test all critical power and equipment cooling systems related to this PWS. The Contractor will be required to perform site engineering surveys to identify all sources of electrical power and electrical loads, condition and capability of existing environmental systems, materials and routing of conduits, accessories and options necessary to develop and execute a design/build approach to each CADPES Order. The Contractor shall provide expert participation in design review meetings; provide Test Program Support; perform Power Quality Audits; provide Breaker Coordination Studies; along with Grounding, Bonding, & Shielding Studies.

The Contractor shall provide operator level training to include start up, reconfigure and troubleshooting operational problems with the new CADPES systems/equipment. The Contractor shall provide training to include Technology, Architecture and Advanced Analysis of AC Power and Environmental Systems. The Contractor shall provide preventive and emergency maintenance as specified in the Order. (CDRL C0001 and DI-MISC-80711)

The Contractor shall provide network management and monitoring of these systems and may be required to integrate into the overall Network Management System, as specified in the Order.

3.3.1.9 Components and Spares

The Contractor shall provide equipment assemblies, sub-assemblies, components, spares, repair parts, and facilities. These items may include test equipment, equipment racks, base band electronics, patching, controls, IF, RF, antennas, tripods, transit cases, tests, Network Monitoring Software (NMS), radomes, and auxiliary equipment, assemblies, sub-assemblies, and components supporting the systems, terminals, satellite networks, equipment, and facilities pertaining to the efforts associated with the DoD and other Federal Agencies, including systems and subsystems and related ground support equipment associated with CTS.

3.3.1.10 Wideband Planning, Management and Control

The Contractor shall provide engineering, operational and technical support in the creation, installation, modification, deployment and maintenance of systems required to plan, manage and control the applicable wideband satellites, to include the facilities that house them. The Contractor shall provide engineering, operational and technical support for all hardware and software required for the LANs within each facility, the WANs interconnecting the facilities and any links connecting to facilities outside of the planning, management and control centers.

3.3.1.11 Local Area Networks
The Contractor shall perform or support all phases of the ATO accreditation process, including, but not limited to, security analysis, system lockdowns, Security Engineering Assessment (SEA)/ DIACAP Certification Test (DCT) executions, security documentations and testing. The Contractor shall utilize analysis tools, including the DISA Gold Disk and the Retina Scans.

The Contractor shall engineer, furnish, install and support Inside Plant (ISP) and Outside Plant (OSP) distribution systems. OSP systems will be both cable (aerial and buried) and wireless. Scope of the OSP cabling efforts will include trenching, ducting, provisioning of manholes, and cable pull points. Installation of ISP distribution systems will include wall and floor penetrations.

The Contractor shall support all components of the system to include cable and wireless equipment, and other ancillary devices, i.e., line drivers, modems, CSU, DSU, etc., required to provide end user services. When required, a Protected Distribution System (PDS) is used and will be Contractor supported. All unprotected classified signals lines shall be protected by an approved PDS. The system meets the standards outlined in National Security Telecommunications and Information Systems Security Instruction (NSTISSI) 7003, Protected Distribution System. PDS systems, when specified in the Order, may require the use of aesthetically pleasing components. TEMPEST separation for classified networks shall meet the requirements outlined in NSTISSI TEMPEST Memorandum 2/95.

3.3.2 Services

The Contractor shall, provide personnel for project management and administration, operation and maintenance (O&M) support, Mobile Maintenance Team Technicians (MMTT) and Help Desk Services engineering, installation, system and equipment prototyping, simulation, Information Assurance (IA) and certification, integrated logistics, training, system support, and site survey services supporting the communication and transmission systems and networks, equipment and facilities pertaining to the efforts associated with the PWS, including previously fielded systems, subsystems and related ground support equipment specified in the Order. The Contractor shall provide all necessary equipment to support the effort. The Contractor shall provide vendor and regional level depot support of any communication and transmission systems specified in the Order. Services may be procured on a FFP, CR, or T&M basis as identified in the Order.

3.3.2.1 Transmission Systems Support

The Contractor shall provide satellite, terrestrial, networking, and communications systems support, to include ancillary equipment, for all phases of installation and testing, to ensure fully operational systems meet user requirements. The Contractor shall conduct analyses of system requirements; participate in studies, exercises, tests, evaluations and demonstrations for systems, as well as associated satellite, terrestrial, transmission, and network equipment control systems. The Contractor shall provide vendor and regional level depot support of all communication and transmission systems specified in the task.

The Contractor shall perform site surveys and develop installation plans consisting of floor plans, rack/equipment layouts, bills of material, duct and conduit runs, signal, coaxial, and power cabling, HVAC, AC/DC power, fire suppression and test cutover plans.

3.3.2.2 Operation and Maintenance

The Contractor shall provide O&M for transmission systems, wide and local area networks, and associated baseband equipment for new and

existing systems, subsystems, components of the system, and ancillary systems that include power, HVAC, and UPS. The Contractor shall provide all O&M services up to 24 hours a day, 7 days a week (24x7) as specified in the Order. The Contractor shall perform on-site O&M of all equipment, systems, and cabling infrastructure. The Contractor shall be responsible for the continued operational compatibility and interoperability of the installed systems and equipment with all circuits, systems, equipment and existing facilities.

3.3.2.3 Mobile Maintenance Team Technicians (MMTT) and Help Desk Services

The Contractor shall deploy MMTT worldwide to support terrestrial and satellite transmission systems and associated wide and local area networks and customers. The Contractor shall staff, operate and maintain 24X7 hour Help Desks worldwide to provide system monitoring, assist users with the installation and operation of deployed systems as specified in the Order. The Contractor shall provide the Help Desk services required for interfacing with clients regarding their service requirements, entering information into the Help Desk ticketing system, performing trouble isolation and resolution steps to restore voice, data, and video service as required, utilizing remote desktop control software to resolve problems remotely, creating client accounts, deleting client accounts, adding computers to the MS domain, setting up and troubleshooting printers, and processing service account request forms.

3.3.2.4 Engineering

The Contractor shall provide engineering support in the development of all forms of communication and transmission systems, and wide and local area networks.

The Contractor shall review designs, plans and reports; assess the impact of recommended changes on systems development; and perform other tasks required to support the total mission and communications requirements of the user. The Contractor shall have a thorough knowledge of the existing space and terrestrial communications systems, networks, operations; be capable of providing system engineering, components, and subsystems; and the interoperability of proposed systems to existing networks. The Contractor shall develop and perform modeling and simulations to verify potential CTS designs, determine performance characteristics, and provide operator training.

The Contractor engineering support shall create and revise engineering documents, Configuration Management and Control, maintenance and service manuals, procedural and operator manuals, and other engineering related manuals, policies, procedures, guides and reference material to include computer aided design, drawings and associated parts lists. (CDRL D001 and DI-MISC-80711)

The Contractor shall perform or support all software development processes required for the creation and/or maintenance of all systems. This shall include the activities of the system developer and/or supporting the Government in the role of Independent Verification and Validation (IV&V). This shall include all phases of software development, to include, but not limited to, software design, coding and testing, OS installation and configuration, database installation and configuration and all engineering disciplines required to ensure that the systems meet their stated requirements.

3.3.2.5 System and Equipment Prototyping

The Contractor shall provide prototyping, engineering and testing services for short notice projects. The Contractor shall perform hardware design and prototyping that includes requirements for well-engineered breadboard, brass board, rack, chassis, or transit case mounted hardware prototypes, capable of operation under field conditions. The Contractor shall perform software design, development, and test in support of requirements in an Order. The Contractor shall perform integration and test of hardware and software in support of requirements in an Order.

3.3.2.6 Studies, Analysis and Reporting

The Contractor shall perform studies and analyses as specified by the government. These may include logistics, engineering, financial, and operational studies and analyses. The Contractor shall document the results of all testing, certifications and engineering tasks in accordance with the attached Scientific and Technical Reports (CDRL C0001, DI-MISC-80711).

3.3.2.7 Facility Upgrade Services

The Contractor may be required, as specified in the delivery order, to provide necessary facility upgrades incidental to equipment installations.

3.3.2.8 Integrated Logistics Support

The Contractor shall provide Integrated Logistics Support (ILS) services and data in all areas of Life Cycle Management (LCM) for all CTS items, both developmental and non-developmental, and product improvements from program conception to fielding and deployment as defined in the Order.

The Contractor shall provide support to integrate all the logistics elements in the equipment acquisition process, as described in the Order, to include maintenance, training, Manpower and Personnel Integration (MANPRINT); technology insertion; supply support; test equipment; training and training devices; technical data; system computer resources; packaging-handling-storage; transportation and transportability analysis; and standardization;. The ILS support may include analysis, review, and monitoring of the ILS for the

program, and delivered as defined in the Order.

The Contractor shall perform Operation and Maintenance (O&M) Planning as specified in the Order. The Contractor shall analyze concept of operations, maintenance procedures, and outage reporting procedures and issues affecting systems, equipment and repair parts as specified in the Order. Maintenance Planning includes development of a maintenance concept by developing a Maintenance Allocation Chart, conducting maintenance studies, such as tools and TMDE analysis and maintenance task analysis. Maintenance Planning is accomplished so that it is integrated with other various facets of support, such as personnel support.

The Contractor shall provide any or all of the following publications; systems level operations and maintenance technical manual, quick reference guide, and electronic formatted manuals to include but not limited to, Electronic Technical Manual (ETM), Interactive Electronic Technical Manual (IETM), Computer Based Training (CBT), Computer Based Interactive Training (CBIT), Modification Work Orders, Field or Technical Bulletins, Repair Parts and Special Tools, technical manuals, Provisioning Parts Lists, and other such items, and delivered as specified in the Order.

The Contractor shall review, develop, and/or modify/update and submit logistics support publications as specified in the Orders. Such publications may include Supportability Strategy, Integrated Support Plans (ISPs), Technical Orders, Technical Manuals, work specifications, Lubrication Orders, Interactive Electronic Technical Manuals, Repair Parts and Special Tools Lists (RPSTLs), Provisioning Parts Lists, Screening Data, Modification Work Orders, Maintenance Allocation Charts, Support Equipment Selection Data (SESD), and Material Fielding Plans.

The Contractor shall provide all training materials in digital (CD/DVD) format as requested by the Government. These training materials shall include but are not limited to; technical manuals, training software and distance learning capabilities. The technical training instructors shall ensure that all students are provided access to any materials needed for remedial and/or on-going training. Training materials shall become the property of and be delivered to the Government.

The Contractor shall provide all qualified training personnel. The trainers shall possess the requisite skills to instruct at all levels of the systems process, including field assembly, testing, and maintenance of both the tactical and strategic equipment. The Contractor shall also have the ability to perform on-site testing/training and provide support in both CONUS/OCONUS military installations and Contractor facilities.

The course training materials shall provide the information necessary to assemble, test, operate, service, troubleshoot and repair equipment and software in the field. A comprehensive appendix shall provide the procedures and training necessary to guide all levels of competency from basic through the critical stages of equipment and software operations.

The Contractor shall use an approved marking identification system or Unique Identifier (UID), and register UIDs as specified in the Order.

The Contractor shall extend to the government all commercially available warranties. The Contractor shall identify the equipment, vendor, and terms of the warranty, and provide these with the equipment delivery. The Contractor shall enforce warranties on Government Furnished Equipment under Contractor control. The Contractor shall inform the Government of difficulties encountered in the enforcement of warranties and of instances in which the costs of enforcement would exceed the benefits derived. (CDRL C0001 and DI-MISC-80711A)

3.3.2.9 Provide Systems, Facilities, and Equipment

The Contractor shall provide communication and transmission systems, satellite bandwidth, vehicles, facilities, and equipment as specified in the Order.

3.3.3 Technology Insertion, Systems Integration and Enhancements
The Contractor shall integrate new equipment technologies into existing system architectures as specified in the Order. The Contractor may apply a systems engineering approach to ensure that mission objectives and system criteria requirements are fulfilled. Emphasis shall be on the demonstration of clear and measurable improvements in the performance, logistics supportability, reliability and maintainability of the item.

Design concepts shall include provisions for continuous technological improvement to maximize opportunities for product improvement available from emerging technological advances in the market place. Proven technologies, products and processes shall be utilized wherever possible.

3.3.4 Installation

The Contractor shall install system components consisting of equipment, equipment cabinets, cable ladder and ducting, cables, power distribution, equipment grounding, hardware, firmware, and software. Workmanship shall conform to the practices described in applicable safety codes or standards such as the National Electrical Code, National Fire Protection Association, American National Standards Institute, and any guidelines stated in the order.

Upon completion of installation tasks, the Contractor shall inventory all remaining materials and list them in a document to be provided

to the Government. At the Governments discretion, surplus equipment and installation materials may be returned. If the Government elects the return of the surplus equipment and installation material, the Government will identify the location for the return. In addition, all installation waste such as packing material and crates shall be disposed of in accordance with applicable standards or as stipulated in the order.

The Contractor shall provide all necessary installation tools and test equipment including any unique or specialized tools or test, measurement, and diagnostic equipment (TMDE). All tools and test equipment shall be appropriately certified and calibrated as required. Use of Government Furnished Equipment (GFE) such as tools or TMDE is limited and, if available, will be specified in the order.

Installations may include loading, provisioning and configuring network and office automation hardware and software. Individual delivery orders may require that hardware and software configurations be documented in as-built drawings and network management and maintenance manuals.

The Contractor shall provide needed heavy equipment required for successful installation of systems on any site. The equipment shall include, but not limited to: forklifts; cherry pickers; heavy power tools. The Contractor shall also ensure that only licensed professionals operate the equipment.

The Contractor shall provide system installation efforts as specified in the Order. System installation efforts include all site preparation.

3.3.5 Test and Evaluation

The Contractor shall conduct evaluations as well as developmental, operational, and acceptance tests of information systems or networks, subsystems, or equipment. Tests shall be performed in the Contractors plant, at the site of installation, or other locations as tasked.

The Contractor shall provide test and evaluation services, test equipment and facilities, and data as specified in the Order. Tests shall be performed in the Contractors plant, at the site of installation, or other locations as tasked.

The Contractor shall ensure that all hardware, software, test equipment, instrumentation, supplies, facilities, and personnel are available and in place to conduct or support each scheduled test.

The Contractor shall develop test plans, evaluation plans, test reports, evaluation reports, quality assurance and or quality control standards, pamphlets and handbooks as tasked. The developmental test and evaluation plans shall document the steps necessary to measure or evaluate whether the system, subsystem, software or equipment under test satisfies user requirements, performs as advertised, and or meets applicable standards. The developmental test and evaluation reports shall record the results of the measurements or evaluations.

3.3.6 Information Assurance, Certification and Accreditation

The Contractor shall obtain commercial and military certifications, accreditations, and authorizations for new or modified parts, subsystems, platforms, designs, equipment or installations in accordance with applicable commercial and DoD standards.

The Contractor shall provide an Information Assurance Team (IAT) for Certification and Accreditation, Network Security, Security Training and Awareness, Vulnerability Assessments, Technical Integration, and Multi-Level Security. Documentation must be in compliance with current DoD policies to include DIACAP requirements. The team shall be well versed in the LANs and WANs across the multiple domains in support of user requirements. The Contractor shall ensure the measures, procedures, and configurations are in place to fully support the security integrity of the information technology infrastructure.

The Contractor shall provide engineers to assist in the accreditation process of an existing system or in the initial design of new systems, to ensure proper security postures are in place throughout the system design.

The Contractor shall obtain commercial and/or military certifications/authorizations for new or modified parts, subsystems, platforms, designs, equipment or installations in accordance with applicable commercial and DoD standards. The Contractor is responsible for all acceptances testing necessary to meet certification requirements. The Contractor shall obtain authorization for radio frequencies in support of solutions provided and provide the Federal Communications Commission (FCC) certificate of compliance or approved DD 1494. All transmission equipment shall have an approved Spectrum Certification Authority for the radio and associated antennas or a validated Application for Equipment Frequency Allocation, DoD Form 1494, as required by the task. The Contractor shall complete all documentation and requirements for Satellite Database (SDB) entries, satellite access, and Transmission Requests for circuits required by the task.

The Contractor shall assist the Government with Certifications and Accreditations and ensure systems meet all applicable network and interoperability certifications, security policies and accreditations as delineated in the specific task, to include DoD Information Assurance Certification and Accreditation Program (DIACAP) DoD Instruction 5200.40 and AR 25-2 Information Assurance.

3.3.7 Data Management

3.3.7.1 Product Data

The Contractor may review, develop and submit Product Data as specified in the Order. Product data may define one or more configuration items, associated manufacturing processes and associated test procedures. Various types of Product Data, including engineering drawings, specifications, software configuration documentation, interface control documentation, quality assurance provisions, and item descriptions may be required. The copyrights of any technical data and computer software shall be provided for use in operations and maintenance manuals. The Contractor may provide reusable data in electronic format as specified in the Order. (CDRL C001 and DI-MISC-80711) Furthermore, Product Data may provide:

(1) Complete design disclosure;
(2) Form, fit and function requirements;
(3) Performance specifications;
(4) Design and repair instructions;

3.3.7.2 Configuration Management

The Contractor shall provide and manage the baseline configuration of the systems, subsystems and items acquired under this PWS as specified in the Order. (CDRL D001 and DI-MISC-80711)
Such support includes:

(1) Collection, review, tracking and archiving of Configuration Control Documents.
(2) Development of automated databases to track hierarchical components.
(3) Maintenance of Product Data.
(4) Support to Configuration Control Boards.
(5) Performance of Functional Configuration Audits and Physical Configuration Audits.
(6) As-built and Plant-in-Place Drawings

4.0 DELIVERABLES

4.1 Products

The Contractor shall deliver all products to the Government locations as specified in the Order. All products delivered shall be accepted by authorized Government personnel via DD Form 250 unless specified otherwise in an individual order. Unless otherwise specified, inspection, testing, acceptance, and FOB point shall be at Origin. The PCO shall be notified of any discrepancies found during acceptance inspection upon identification.

4.2 Data

Contract Data Requirements Lists (DD Form 1423) for the data requirements attached to this PWS. Additional data requirements and associated CDRLs will be included in individual Orders.

The Contractor shall submit Contract Reports in accordance with the attached
Contract Data Requirement List (CDRLS)

Performance and Cost Report - DI-FNCL-80912 (Exhibit A)

Contractors Progress, Status & Management Report DI-MGMT-80227. (Exhibit B)

Army Contractor Manpower Reporting PAL-080-05 (Exhibit C)

Scientific & Technical Reports DI-MISC-80711 (Exhibit D)

Operations Security (OPSEC) Plan DI-MGMT-80934A (Exhibit E)

Small Business Participation Report DI-MGMT-81642 (Exhibit F)

4.3 Central Data Repository

The Contractor shall provide a central electronic repository for all technical, and management data that are either required deliverables or are by-products of the development and related activities, such as configuration, tracking, and quality assurance. This data shall include, but not be limited to, design information, hardware (HW) and software (SW) test procedures and results, engineering and logistics documentation, and any databases used or generated during this contract. The most current version of any document or data shall be made available within five (5) working days of being updated. This version plus its historical predecessors shall be made accessible for authorized Government representatives. The Contractor shall index and control versions of all documents in the central repository. Data storage formats not constrained by the design tools used shall be placed in the electronic repository in any of the JTA-

approved document interchange digital file formats.

All classified data shall be paper hardcopy stored and safeguarded in accordance with the DoD 5220.22M, National Industrial Security Program Operating Manual, and the security classification guides applicable to this contract.

Within 30 days of the contract award, the Contractor shall provide authorized Government representatives remote access to the documents in the central repository. The remote access capability shall be implemented using the internet and shall be available 24/7. The remote access capability shall allow authorized Government representatives to view and download documents via a WWW browser.

The Contractors format for technical data and computer software must be acceptable to the Government. If data is recorded with a specialized tool such that it can only be accessed by that tool, the Contractor shall provide the Government with the applicable procedures and identify the software and licenses required to effect remote access to the tool.
All data in the Central Data Repository shall be transferred to the Government at the completion of the Contract.

5.0 DEPLOYMENT OVERSEAS PROVISIONS

The Contractor may be required to provide peacetime or contingency contractor support, as well as, contractor support during military operations and war. The Government may direct the Contractor to deploy and perform in support of military operations, including contingencies and exercises, as provided by law or defined by the applicable Joint or Service Component Command. Services may be performed in an identified area of operations, also known as theater of operations, or in support of the contingency or exercise. The Contractor shall comply with US Forces access, security, safety, and environmental protection while on US Forces installations or areas under US Forces control. When deployed, services provided to Contractors in support of military operations will be commensurate to those services provided to US Military and US Government civilian employees, if available.

In the event Contractor employees are deployed or hired into the area of operations in support of contingencies, military exercises/operations, or war, the following additional contract items and conditions will apply unless otherwise noted. These additional conditions are also covered in specific contract clauses. Should a conflict arise between this section of the PWS and specific contractual clauses, the clauses shall take precedence. NOTE: Specific clauses and portions of this section will be invoked on individual delivery orders when required.

5.1 Management

The Contractor shall ensure that all its employees comply with all guidance, instructions, and orders applicable to Armed Forces and Department of Defense (DoD) civilians and issued by the Theater Commander or his/her representative. This shall include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety. The Contractor shall ensure compliance with all federal statutes, judicial interpretations, and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to US Armed Forces or US citizens in the area of operations. Host Nation laws and existing Status of Forces Agreements may take precedence over contract and mission requirements.

The Contractor shall take reasonable steps to ensure the professional conduct of its employees. The Contractor shall promptly resolve, to the satisfaction of the COR, all Contractor employee performance and conduct issues identified by the COR or cognizant GTL. The KO or designated representative may direct the Contractor, at the Contractors expense, to remove or replace any Contractor employee failing to adhere to instructions and orders issued by the Theater Commander or his/her designated representative should the Contractor fail to remedy the failure in a timely manner. The Contractor shall develop plans and procedures to provide guidance and control of the deployment process. Operational issues encountered by the Contractor and deployed forces will be resolved directly by the COR and / or designated GTL.

5.2 Accounting for Personnel

As requested by the COR or designated GTL, and based on instructions of the Theater Commander, the Contractor shall report within 7 days, all its employees, including third country nationals, entering and/or leaving the theater of operations by name, citizenship, location, Social Security Number (SSN), or other official identity document number to the COR or GTL, and the local reporting agency designated by the Theater Commander. Reports shall be submitted to the COR, GTL, and deployed agency as directed by the COR. Additional Contractor information may be requested by the local area commander, with COR concurrence, to ensure the safety of all deployed personnel. All changes and updates to deployed Contractor personnel shall be coordinated with the COR and designated GTL.

If a Contractor employee departs the theater of operations without the COR, GTL, or Contractor permission, the Contractor shall ensure continued performance IAW the terms and conditions of the contract. If the Contractor must replace an employee who departs without permission, the replacement is at the Contractors expense and must be in place within a period designated by the COR and /or GTL, with minimal impact to the mission.

5.3 Risk Assessment and Mitigation

The Contractor shall brief its employees regarding the potential danger, stress, physical hardships, and field living conditions. 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 when deployed in support of military operations, including contingencies and exercises. The Contractor shall ensure all deployed personnel fully understand that they are being compensated as outlined in: Supplemental Compensation/ Billing /Working Conditions/ Travel Information for Contractor Support for Deployed Contingency, Military Exercises/Operations, and War Section 5.23, based on their work in a hostile area.

5.4 Force Protection

While performing duties IAW the terms and conditions of the contract, the Government shall provide force protection to Contractor employees commensurate with that given to DoD and Government civilians in the theater of operations area. The Government makes no guarantee to the safety or force protection provided for Contractor personnel. As required by the operational situation, the Government will relocate Contractor personnel (who are citizens of the US, alien resident in the US or third country nationals, and not resident in the host nation) to a safe area or evacuate them from the theater of operations.

5.5 Vehicle and Equipment Operation

The Contractor shall ensure employees possess the required civilian licenses to operate the equipment and vehicles necessary to perform contract requirements in the theater of operations IAW the PWS. Before operating any military owned or leased equipment or vehicle, the Contractor employee shall provide proof of license (issued by an appropriate Governmental authority) to the COR or designated GTL. The Government shall provide training and license Contractor employees to operate military owned or leased equipment and vehicles. The Contractor and its employees shall be held jointly and severally liable for all damages resulting from the unsafe or negligent operation of military owned or leased equipment and vehicles.

In the event military owned or leased equipment and/or vehicles are not available for the Contractor to complete mission requirements, the COR shall provide written concurrence to allow the Contractor to rent commercial equipment and/or vehicles IAW the current contract scope. The Contractor shall provide the COR with written equipment and vehicle requirements for each mission and shall be commensurate with that given to the DoD and Government civilians in the theater of operations area. Contractor equipment and vehicle costs shall be charged to the Government as an ODC line item and shall be tracked and invoiced by the Contractor as a separate invoice line item.

Contractors operating military owned, leased, or rented equipment and vehicles, as required by the contract, shall be authorized access to fuel cards for petroleum and oil products, and fuel access points in the theater of operation. Petroleum products shall be obtained at the Governments expense in the performance of the contract.

5.6 CONUS Replacement Center (CRC)

The Government shall be responsible for providing the Contractor information on all requirements necessary for deployment. All Contractor personnel deploying to a theater of operations for greater than 30 days, or as directed by the GTL, must attend CRC or similar training. Specific deployment requirements will be dictated by the Theater Commander for an area of operations. The COR or designated GTL shall identify to the Contractor all required deployment and mission training and the location of the required training.

Deployment training may include use of specialized protective clothing, threat and Operational Control (OP CON) briefs, driving, mission, and theater specific requirements. The Contractor shall ensure that all deploying employees receive and successfully complete all required training. All Government required and designated deployment training costs will be charged to the Government as an ODC line item and shall be tracked and invoiced by the Contractor as a separate invoice line item.

The COR or designated GTL shall provide the Contractor with all physical, medical, and dental requirements and standards necessary for deployment. The Contractor shall ensure physical, medical, and dental evaluations are conducted on all its deployable and/or mission essential employees to ensure they are medically fit and capable of enduring the rigors of deployment in support of a military operation. Medical and dental screening will be conducted at a CRC or similar facility depending on mission, prior to deployment. Medical screening may include DNA sampling and immunizations for all Contractors deploying to a theater of operations. Contractors shall medically pre-screen and pre-certify their employees prior to CRC attendance to ensure successful processing at CRC. For any Contractor employee determined by the Government at the deployment processing site to be non-deployable, the Contractor shall promptly remedy the problem at their own expense. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided by the Contractor to meet the re-scheduled deployment timeline as determined by the COR or designated GTL.

The Government shall provide all Contractor employees with Nuclear, Biological, and Chemical (NBC) and Chemical Defensive Equipment (CDE) required and familiarization training for the performance of mission essential tasks in designated high threat countries.

At the CRC, or similar facility, the Contractor shall be provided with all required protective clothing and equipment to include TA-50, flak jacket, Kevlar helmet, and boots as directed by the Theater Commander. Protective clothing and equipment required for deployment to a theater of operations, and not available to the Contractor as GFE, shall be procured by the Contractor and charged to the Government as an ODC line item and shall be tracked and invoiced by the Contractor as a separate invoice line item.

5.7 Standard Identification Cards

The COR/GTL shall identify to the Contractor all identification cards required for deployment to a theater of operation and shall inform

the Contractor where the identification cards will be issued and process used to obtain the cards. The COR and/or designated GTL shall coordinate the issuance of required identification cards for all Contractor employees whether or not they are processing through a CRC type facility. Upon redeployment or conclusion of the contract performance, the Contractor shall ensure that all issued controlled Government identification cards are returned to the COR or designated GTL.

For identification cards and badges, and access purposes, the Contractor shall provide the COR and GTL with a list of all employees (including subcontractors and/or local vendors being used in the theater of operations) with all required identification and documentation information. The information provided shall be used to provide Contractor personnel with the appropriate Common Access Card (CAC), identification tags, Geneva Convention Card, and ration card, when appropriate.

Prior to deployment, each deploying Contractor shall be provided a Contractor Letter of Accreditation/Identification (LOA/I) used in conjunction with the CAC to complete required travel, movement and access information with in the theater of operation. The LOA/I will contain all the appropriate personal information and privileges provided by the Government.

5.8 Clothing and Equipment Issue

The Contractor shall ensure that all employees possess the necessary personal protective clothing and safety equipment to perform in the theater of operations designated by the Theater Commander. Clothing should be distinctive and unique and not imply that the Contractor is a military member, while at the same time not adversely affect the Governments tactical position in the field. Contractors accompanying the military units are not authorized to wear military uniforms, except for specific items required for safety and security. When required, the Government shall provide to the Contractor all military unique organizational clothing and individual equipment.

Upon receipt of personal protective clothing and equipment, the Contractor shall assume responsibility and accountability for these items. The Contractor employee shall sign for all issued protective clothing and individual equipment, thus, acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability. The Contractor shall ensure that all issued protective clothing and individual equipment is returned to the Government through redeployment at a CRC.

5.9 Legal Assistance

The Contractor shall ensure all personnel deploying to or in a theater of operations are furnished the opportunity and assisted with making wills as well as with any necessary powers of attorney prior to deployment processing and/or deployment.

5.10 Fitness for Duty

Contractors are not authorized routine medical or dental care while deployed. The only exception is by waiver from the CENTCOM Surgeon General in coordination with the CENTCOM General Counsel. These are extremely rare and have been reserved for individuals with extremely unique skills versus entire contracts

In the event of severe injury or death of a Contractor deployed in support of military operations, the Government shall evacuate the Contractor or the remains to the nearest CONUS staging location. The Contractor shall then assume responsibility for the employee as defined by Contractor instructions and procedures.

5.11 Weapons and Training

Whether Contractor personnel shall be permitted to carry a Government furnished weapon for self-defense purposes in the area of operations is at the discretion of the Theater Commander and specific mission requirements. Contractor personnel, however, shall not possess or use personally owned firearms or ammunition in any theater of operations.

The Government may choose to issue personal weapons and ammunition for self-defense to the Contractor personnel. Acceptance of weapons by Contractors is at the discretion of the Contractor. When accepted, the Contractor shall comply with the provisions at DFARS 252.225-7040(j).

5.12 Passports, Visas, and Customs

The Contractor is responsible for obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the PWS, COR, and GTL for Contractor employees. All Contractor employees shall be subject to the customs processing procedures, laws, agreements, and duties of the country in which they are deploying to and the procedures, laws, and duties of the US upon re-entry. All costs associated with Visas, customs, and duties dictated by mission requirements shall be charged to the Government as an ODC line item and shall be tracked and invoiced by the Contractor as a separate invoice line item. Contractors are required to register all personnel with the appropriate US Embassy or Consulate, as designated by theater operating procedures.

5.13 Reception, Staging, Onward Movement, and Integration

Upon arrival in the AOs, Contractor employees shall receive Reception, Staging, Onward Movement and Integration (RSO&I), as directed by

the theater operating instructions and directives. All Contractor personnel shall report their arrival to the local Logistics Support Element Logistics Assistance Office Cell, or appropriate designated Government official as directed by the COR.

The Contractor shall be prepared to move material and equipment using US Government transportation and comply with applicable transportation regulations, such as MILSTAMP, etc., for safety, packaging, tie-down, etc. When required, and concurred by the COR, the Contractor may use commercial transportation and shipping processes to complete the movement of mission essential equipment. Costs associated with commercial shipping shall be charged to the Government as an ODC line item and shall be tracked and invoiced by the Contractor as a separate invoice line item.

Use of Government Resources (CONUS and OCONUS)

As available the Government base operations branch or base operations support Contractor may maintain or replace any and all necessary items to ensure continued system operations as delineated in the Performance Work Statement. The government base operations branch or base operations support Contractor support can consist of, but not be limited to, the following type of utilities and facilities support activities:

- ECU (air conditioning/heating)
- Air compressors
- Government Vehicles
- Generators
- Fuel/lubricants
- Filters
- Lighting (replacement bulbs)
- Electrical power supply
- Painting and maintenance of shelters to include necessary shelter modifications and any other items determined by the COR to be necessary to allow for continuous operation and maintenance of the systems and equipment.

5.14 Living Under Field Conditions

The Government shall provide to Contractor employees deployed in the theater of operations the equivalent field living conditions, messing facilities, and Government billeting, military banking and Finance accounting Office, sanitary facilities, mail delivery, laundry service, transportation (aircraft, train, bus, and auto), access to commissary, and exchange privileges to include rationed items, and other available support afforded to Government employees and military personnel in the theater of operations.

5.15 Morale, Welfare, and Recreation

If available and authorized by the appropriate authority, the Government shall provide to Contractor employees deployed in the theater of operations morale, welfare, and recreation services commensurate with that provided to DoD civilians and military personnel deployed in the theater of operations.

5.16 Evacuation in Event of Hostilities.

The Government agrees to provide evacuation of non-essential personnel in accordance with existing local military forces policies and directions in the event of an outbreak of hostilities. The Government makes no guarantee as to the location of the rearward assembly point.

5.17 Status of Forces Agreement (SOFA)

With consultation with the servicing legal advisor, the COR shall inform the Contractor of the existence of all relevant SOFA and other similar documents, and provide copies upon request. The Contractor is responsible for obtaining all necessary legal advice concerning the content, meaning, application, etc. of any applicable SOFAs, and similar agreements. The Contractor shall adhere to all relevant provisions of the applicable SOFAs and other similar related agreements. The Contractor shall be responsible for providing the Government with the required documentation to acquire invited Contractor or technical expert status, if required by SOFA. Additional information concerning Status of Forces Agreement (SOFA) is at Attachment 1.

5.18 Tour of Duty/Hours of Work

The COR shall provide the Contractor with the anticipated duration of the deployment. The Contractor, at his/her own expense, may rotate Contractor employees into and out of the theater provided there is not degradation in mission. The Contractor shall coordinate personnel changes with the COR and designated GTL. The COR and GTL shall provide the Contractor with the anticipated work schedule. The COR and designated GTL may modify the work schedule to ensure the Governments ability to continue to execute its mission. Contractor personnel shall be provided Government transportation during rotation periods for personal health and welfare leave. Vacation rotation will be commensurate with that provided to DoD civilians and military personnel deployed in the theater of operations.

5.19 Health and Life Insurance

The Contractor shall ensure that insurance is provided to its deployed employees for the theater of operations and allow traveling in military vehicles. If applicable, the Contractor will be reimbursed for additional insurance costs required to comply with the Defense Base Act.

5.20 Next of Kin Notification

Before deployment, the Contractor shall ensure that each Contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated Government official.

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.

In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

5.21 Return Procedures

Upon notification of redeployment, the Contractor employee is authorized travel from the theater of operations to the designated CRC or individual deployment site. The Contractor shall ensure that all Government-issued clothing and equipment provided to the Contractor or the Contractors employees are returned to Government control upon completion of the deployment. The Contractor shall provide the COR or designated GTL with documentation, annotated by the receiving Government official, of all clothing and equipment returns.

5.22 Supplemental Compensation/ Billing /Working Conditions/ Travel

a. The purpose of this section is to provide information regarding Contractor personnel deployed in support of military operations, including contingencies and exercises. This section provides consistency in the accountability, protection, command and control, management, and safety of those Contractors deploying.

b. As used herein, the phrase "Contractor" or "Contractor personnel" includes both prime and subcontractor personnel. The phrase "deployment" or "deployed" includes support of the US Government during military operations, including contingencies and exercises. The phrase "Theater Commander" includes all his/her designated representatives.

c. The Contractor acknowledges that military operations during contingencies and exercises are inherently dangerous and accepts the risks associated with contract performance in this environment. Each military operation shall evolve differently depending upon mission requirements and local commander's guidance. The risks associated to Contractors deployed to hostile locations will be compensated through the receipt of Danger and Hardship Pays, as outlined in item (G) below. This additional pay provides the Contractor employee with compensation for their work in the hazardous location.

d. For this contract, when deployed, billable hours shall be calculated based on 12 hour days, 6 day week, for a total of 72 hours per week. Additional hours over 72 billable hours will require written concurrence by the COR. Additional pay will be straight pay based upon approved contract rates. If applicable, premium pay can only be authorized by the Contracting Officer.

e. When in CONUS and supporting deployed military operatoins, the Contractor shall be available to work on-call or extended hours to perform mission essential tasks that are within the contract scope. The Contractor shall receive written concurrence by the COR or Government Technical Leader (GTL). The COR and/or GTL shall identify the parameters of on-call or extended duty, and notify the Contractor. All additional hours outside the existing contract scope shall be approved in wroting by the KO and billable to the Government.

f. Net increase in insurance costs resulting from the addition of the Defense Base Act shall be charged to the Government as an Other Direct Charge (ODC) line item and shall be tracked and invoiced by the Contractor as a separate invoice line item or included in DCAA-approved indirect rates.

g. Danger Pay (DP) and Hardship Differential Pay (HDP) Allowances:

1. Contractor personnel shall be authorized DP and HDP reimbursements when deployed in hostile environments, with prior written concurrence by the COR.

2. The Contractor shall provide the COR a written estimate for all billable DP and HDP costs. The request shall contain all names, labor categories, locations of deployment, estimated period of deployment, and estimated dollar value. The Contractor shall immediately notify the COR in writing when each individual returns from deployment and the date on which the DP and HDP shall be terminated.

3. Contractor personnel hospitalized or on sick leave shall continue to receive DP and HDP when remaining in the DP designated area.

4. DP and HDP for Contractor personnel shall begin immediately upon arrival in a designed theater of operations. The employee shall receive the allocated percentage for the location in which they are specifically assigned, or will be assigned for more than a 30 day consecutive period.

Note: Contractor personnel shall receive DP and HDP on the first 40 billable hours IAW U.S. State Department guidelines. All DP and HDP costs shall be charged to the Government as an ODC line item and shall be tracked and invoiced by the contractor as a separate invoice line item to include additional FICA expenses. Unless authorized by the COR, the contractor shall use a maximum 72 hour work week for those personnel deployed. Any premium overtime requires prior approval in writing of the Contracting Officer.

5.23 Specific Contract Performance in Far East (FE), Korea

All Contractors performing in the Far East (FE), KOREA, must report their arrival and length of stay with the CECOM Senior Command Representative (SCR) at the Logistics Support Element-Far East (LSE-FE). The location of the LSE-FE is at Camp Market, Korea APO: AP 96283. The telephone numbers for contacting the Senior Command Representative is as follows: DSN: (315) 722-3222 or (315)722-3347, Cellular Number (315) 723-6206, and Fax No. (315) 722-3757. FAR 52.7410 DEPLOYMENT OF CONTRACTORS TO THE FAR EAST (FE) SEP/1999. If in Hawaii or Alaska, Contractors will report to the local logistics assistance office.

Note: The CORs concurrence on any actions stated above can only be provided for items that are within the scope of the existing contract. Any additional Government requirements outside the scope of the existing contract shall be approved in writing by the KO. All other terms and conditions remain unchanged and in full force and effect.

5.24 Theater Business Clearance (TBC)

In accordance with current instruction from the Joint Contracting Command-Iraq/Afghanistan (JCC-I/A) all contracts and Orders with delivery to or performance within Iraq, Afghanistan, and Pakistan will be reviewed and the applicable clauses included in the Order PWS. Specific guidance will be further detailed upon deployment.

6.0 PERFORMANCE ASSESSMENT PLAN

Each individual Order will set forth a Performance Assessment Plan including the appropriate metrics that will be assessed.

7.0 CONTRACTOR MANPOWER REPORTING (CMR)
The following clause applies only to Army requirements. The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: https://cmra.army.mil <https://cmra.army.mil/> . The required information includes:

(1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;

(2) Contract number, including task and delivery order number;

(3) Beginning and ending dates covered by reporting period;

(4) Contractor name, address, phone number, email address, identity of contractor employee entering data;

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

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

(7) Total payments (including sub-contractors);

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

(9) Estimated data collection cost;

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

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

(12) Presence of deployment or contingency contract language;

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

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

*** END OF NARRATIVE C0001 ***

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/VFFARA.HTM or http://farsite.hill.af.mil/VFDFARA.HTM or http://farsite.hill.af.mil/VFAFARa.HTM

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

	Regulatory Cite	Title	Date
C-1	952.222-0001 (C3)	PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS	JUL/2010

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

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

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

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

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

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

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

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

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

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

(End of clause)

C-2 952.223-0001 (C3) REPORTING KIDNAPPINGS, SERIOUS INJURIES, AND DEATHS JUL/2010

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

Report the following information:

Contract Number
Contract Description & Location
Company Name

Reporting party:
  Name
  Phone number
  e-mail address

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

Incident:
  Description
  Location
  Date and time

Other Pertinent Information

(End of clause)

C-3 952.225-0001 (C3) ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION AUG/2010

(a) General. Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, United States Forces Iraq (USF-I) and United States Forces Afghanistan (USFOR-A) Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, who will seek individual authorization to be armed under the provisions of this contract (requests for blanket authorization for groups or organizations will not be approved), comply with the contents of this clause and with the requirements set forth in the following:

(1) DODI 3020.50, Private Security Contractors (PSCs) Operating in Contingency Operations;

(2) DODI 3020.41, Program Management for Acquisition and Operational Contract Support in Contingency Operations;

(3) DFARS 252.225-7040, Contractor Personnel Supporting a Force Deployed Outside the United States;

(4) Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility;

(5) USFOR-A, FRAGO 09-206, Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operating Area - Afghanistan (CJOA-A);

(6) USF-I OPORD 10-01, Annex C, Appendix 13;

(7) U.S. CENTCOM Message, USCENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel and Contractors for Iraq and Afghanistan, dated 23 Dec 2005;

(8) U.S. CENTCOM Message, Modification to USCENTCOM Civilian and Contractor Arming Policy and Delegation of Authority for Iraq and Afghanistan, dated 07 Nov 2006;

(9) U.S. CENTCOM Message, Modification 3 to USCENTCOM Civilian and Contractor Arming Policy and Delegation of Authority in Iraq and Afghanistan, dated 09 Jun 2009;

(b) Required Government Documentation. An O-6 or GS-15 (or above) from the unit requesting the contractor security shall provide a description of the following to the arming approval authority via the contracting officer representative (COR) in sponsoring each individual request for arming (under paragraph (c) below:

(1) The specific location where the PSC employee will operate;

(2) The persons and/or property that require protection;

(3) The anticipated threat;

(4) The requested weapon type(s), including serial number when possible;

(5) The reason current security/police forces are unable to provide adequate protection;

(6) Verification, under paragraph (e) below, that background checks have been conducted and that no records were found of convictions or other acts that should be known to the arming authority.

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

(1) Weapons Qualification/Familiarization. All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.

(2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.

(3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.

(4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.

(5) A copy of the contract between the contractors company and the U.S. Government that verifies the individuals employment and addresses the need to be armed.

(6) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior.

(7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior.

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

(1) The contractors method of notifying military forces and requesting assistance where hostilities arise, combat action is needed or serious incidents have been observed.

(2) How relevant threat information will be shared between contractor security personnel and U.S. military forces.

(3) How the contractor will coordinate transportation with appropriate military authorities.

(e) Plan for Accomplishing Background Checks. Prior to requesting arming approval, the contractor will submit to the COR an acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):

(1) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available.

(2) Verify with USF-I or USFOR-A, as applicable, that no employee has been barred by any commander within Iraq or Afghanistan.

(3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies within 60 days of their arming request. While biometric collection and screening is voluntary, CORs will immediately notify the arming approval authority of any individuals who do not meet this requirement and any arming authorization will be revoked

until all requirements are met.

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

(g) Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to the civil and criminal jurisdiction of the U.S. and Host Nation. Host Nation refers to the nation or nations where services under this contract are performed.

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

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

(1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).

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

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

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

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

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

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

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

(5) IAW USCENTCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage when armed for personal protection.

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

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

(1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense.

(2) Failing to cooperate with Coalition and Host Nation forces.

(3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm.

(4) Failing to use a graduated force approach.

(5) Failing to treat the local civilians with humanity or respect.

(6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

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

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

(o) Quarterly Reporting. The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:

(1) The total number of armed civilians and contractors.

(2) The names and contact information of its subcontractors at all tiers.

(3) A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: This information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (d).

(End of Clause)

C-4 952.225-0002 ARMED PERSONNEL INCIDENT REPORTS SEP/2010
(C3)

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

(b) IRAQ: Contractors shall provide an initial report of all weapons firing incidents or any other serious incidents they or their contractors are involved in to USF-I Contractor Operations Cell (CONOC) as soon as practical, but not later than 4 hours after the incident. The contractor and its subcontractors at all tiers shall submit a written report to CONOC, the Contracting Officer (KO) within 96 hours of the incident. Interim reports shall be submitted between the initial and final report, when necessary to the CONOC at usfic3conoc@iraq.centcom.mil
DSN 318-435-2369, UK# 0044 203 286 9851 or 0044 203 239 5894 or Skype: USFICONOC

(c) AFGHANISTAN: Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the SCO-A Chief of Operations and the SAR @ USFOR-A (SAR SHIFT DIRECTOR, DSN: 318-237-1761) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The SCO-A Chief of Operations in coordination with the SAR will issue guidance for further reporting requirements.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractors name, the contract number, a contractor management POC, and the phone number of the CONOC/SAR Watch.

(End of Clause)

C-5 952.225-0003 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS NOV/2010
(C3)

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

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

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

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

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please got to the following website: http://comptroller.defense.gov/rates/fy2010.html (change fiscal year as applicable).

(End of Clause)

C-6 952.225-0005 MONTHLY CONTRACTOR CENSUS REPORTING JUL/2010
(C3)

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

(1) The total number (prime and subcontractors at all tiers) employees.

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

(3) The total number (prime and subcontractors at all tiers) of local nationals (LN).

(4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).

(5) Name of province in which the work was performed.

(6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

(End of clause)

C-7 952.225-0009 (C3) MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES NOV/2010

(a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

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

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

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

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

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

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

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

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening and documentation is a requirement prior to receiving badges to work in the CENTCOM Area of Operations. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis A (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

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

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

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

(End of Clause)

C-8 952.236-0001 (C3) ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS JUL/2010

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

(1) the minimum requirements of United States National Fire Protection Association (NFPA) 70,

(2) 2008 National Electrical Code (NEC),

(3) American National Standards Institute (ANSI) C2, and

(4) United States National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The following internet links provide access to some of these standards:

UFC: http://65.204.17.188/report/doc_ufc.html
NFPA 70: http://www.nfpa.org
NESC: http://www.standards.ieee.org/nesc

(End of clause)

C-9 52.225-4502 (RICC) STATEMENT OF WORK-ENGLISH LANGUAGE DOCUMENTATION FEB/1992

All contractor prepared material to be furnished under this contract shall be written in the English language.

(End of statement of work)

(CS7103)

C-10 52.237-4511 (RICC) CONTRACTOR MANPOWER REPORTING MAR/2005

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

(1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;

(2) Contract number, including task and delivery order number;

(3) Beginning and ending dates covered by reporting period;

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

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

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

(7) Total payments (including sub-contractors);

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

(9) Estimated data collection cost;

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

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

(12) Presence of deployment or contingency contract language; and

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

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

(End of statement of work)

(CS7111)

SECTION D - PACKAGING AND MARKING

Packaging and Marking requirements will be defined in the individual Delivery Orders.

*** 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/VFFARA.HTM or http://farsite.hill.af.mil/VFDFARA.HTM or http://farsite.hill.af.mil/VFAFARa.HTM

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

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-3	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-4	52.246-6	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR	MAY/2001
E-5	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-6	952.225-0007 (C3)	MANDATORY SHIPPING INSTRUCTIONS (IRAQ)	JUL/2010

(a) United States Forces Iraq, Deputy Commanding General Advisory and Training (USF-I DCG A&T), is required to track supplies and materiel shipped into Iraq. Prompt notification of shipment movements and compliance with information requirements will assist in providing advance notice to the point of entry for all inbound shipments.

(b) The Customs Levy Exemption Form will be reviewed by a Government of Iraq Representative. If the shipment qualifies for a levy exemption, the Customs Levy Exemption Form will be stamped and emailed back to the contractor. The stamped form must accompany every shipment for which a levy exemption is desired.

(c) Upon contract award, the contractor/consignor shall provide the necessary logistical information required by USF-I DCG A&T /J4.

STEP 1:

-- Upon contract award go to the following JCCS website:
-- https://www.rebuilding-iraq.net/

STEP 2:

-- Select the Logistics and then the Customs radio buttons.
-- Select and complete the Customs Levy Waiver Form.

STEP 3:

-- Email the (1) completed Customs Levy Exemption Form, (2) a copy of the front page of the signed contract; and (3) the pages from the contract that describe the required supplies, equipment or end product to USF-I DCG A&T /J4 (Logistics) at Usf-i.j4.mmdmove@iraq.centcom.mil and Customs Officials at CMDbattlebox@iraq.centcom.mil, DSN: 318-485-2594/6224 Commercial: 713-970-6140 (Rings in Iraq) within 7 days of shipping.

-- The Customs Levy Exemption Form will be reviewed by a Government of Iraq representative. If the shipment qualifies for a levy exemption, the Customs Levy Exemption Form will be stamped and emailed back to the contractor. The stamped form, airway bill/bill of lading, and manifests/packing documents must accompany every shipment for which a levy exemption is desired. All of these documents must list USF-I as the consignee/end user and the releasing agent as GLOBAL FREIGHT SYSTEM.

-- Complete a Form DD-250 form, Material Inspection and Receiving Report, and provide it and the invoice for the shipment with the cargo.

-- Commercial Air Shipments require (1) airway bills and (2) the Customs Levy Exemption form to be emailed to the USF-I J4 org box at Usf-i.j4.mmdmove@iraq.centcom.mil. Ensure that all shipping labels have USF-I and ATTN: GLOBAL FREIGHT SYSTEM.

(d) It is the contractors responsibility to provide all the requested information in sufficient time to allow coordination of required delivery. Failure to comply with these instructions may result in delaying the arrival of supplies and materiel at their final destinations.

(e) Once material is shipped, the Contractor shall notify USF-I J4, within two business days, at email address: Usf-i.j4.mmdmove@iraq.centcom.mil.

(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

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/VFFARA.HTM or http://farsite.hill.af.mil/VFDFARA.HTM or http://farsite.hill.af.mil/VFAFARa.HTM

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

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	FEB/2006
F-4	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	FEB/2006
F-5	52.247-34	F.O.B. DESTINATION	NOV/1991
F-6	52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEES' PREMISES	APR/1984
F-7	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-8	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY	NOV/2008
F-9	52.211-11	LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT	SEP/2000

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of (TBD at delivery order level) per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default -- Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default -- Fixed-Price Supply and Service clause in this contract.

(End of Clause)

F-10	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JUN/2011

(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 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 unique item 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 (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm.

"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.

"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/uii_types.html.

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

(c) Unique item identifier.

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

(i) All delivered items for which the Governments unit acquisition cost is $5,000 or more.

(ii) The following items for which the Governments unit acquisition cost is less than $5,000:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
__(TBD at delivery order level_____	(TBD at delivery order level)_____
__(TBD at delivery order level_____	(TBD at delivery order level)_____
__(TBD at delivery order level_____	(TBD at delivery order level)_____

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number (TBD at delivery order level).

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

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

(i) The encoded data elements (except issuing agency code) of the unique item identifier are 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.

(4) 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; 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 the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(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 unique item identification under paragraph (c)(1)(i) or (ii) of this clause, 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, either as part of, or associated with, 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.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, 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).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at

http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item 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).

(End of clause)

F-11 952.225-0008 SHIPPING INSTRUCTIONS FOR WEAPONS JUL/2010
(C3)

(a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).

(b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.

(c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.

(d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

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/VFFARA.HTM or http://farsite.hill.af.mil/VFDFARA.HTM or http://farsite.hill.af.mil/VFAFARa.HTM

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

	Regulatory Cite	Title	Date
G-1	52.232-4501	US ARMY CONTRACTING COMMAND, ROCK ISLAND CONTRACTING CENTER, IMPLEMENTATION OF WIDE AREA WORKFLOW RECEIPT AND ACCEPTANCE (WAWF-RA) FOR ELECTRONIC PROCESSING OF RECEIPT/ACCEPTANCE DOCUMENTS AND PAYMENT	AUG/2008

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1. To implement DFARS Clause 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS", the U.S. Army Contracting Command, Rock Island Contracting Center, uses Wide Area Workflow Receipt and acceptance (WAWF-RA) to electronically process contractor requests for payment. This application allows DOD contractors to submit and track invoices and receipt/acceptance documents electronically.

2. The contractor is required to use WAWF-RA when processing invoices and receiving reports under this procurement action. Submission of hard copy DD250/invoices will no longer be accepted for payment except as provided in paragraph 3. of this clause.

3. The Contractor may submit a payment request using other than WAWF-RA only when:

(a) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to Wide Area Workflow-Receipt and Acceptance;

(b) DoD is unable to receive a payment request in electronic form; or

(c) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each
request for payment.

4. INSTRUCTIONS:

(a) INITIAL: The contractor shall register to use WAWF at http://wawf.eb.mil . There is no charge to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk at Ogden, UT. Their number is 1-866-618-5988. Web-based training for WAWF is also available at http://www.wawftraining.com/ .

(b) DESCRIPTION OF WAWF-RA TYPES OF INVOICE/RECEIVING REPORTS:

1) Progress Payment (For use under contractually authorized Progress Payments)

2) Performance Based Payment (For use under contractually authorized Performance Based Payments)

3) "COMBO" Invoice/Receiving Report (For Supply CLINS including ammunition items and ammunition related items)

4) "2-in-1" (For Service CLINS only)

5) Cost Voucher (For use with Cost Reimbursement contracts, Time and Material or Labor Hour contracts containing FAR Clauses 52.216-7, "Allowable Cost and Payment" or 52.232-7, "Payments under Time-and-Materials and Labor-Hour Contracts")

(c) CODES: THE FOLLOWING CODES ARE REQUIRED TO ROUTE CONTRACTOR INVOICES THROUGH WAWF:

Contractor Cage Code* _____

Pay DoDAAC (Department of Defense Activity Address Code)*:

Issue DoDAAC: W52P1J

Admin DoDAAC*:

Inspect by DoDAAC*:

Contracting Officer*

Ship to Code*: (Not Required for Services)

*Required fields in WAWF. Cage Code, Paying, Issuing, and Administering DoDAACS and the assigned Contracting Officer may be found on the face of the award document. When the contract administration is assigned to DCMA; the contractor should contact the assigned Administrative Contracting Officer to obtain the applicable "inspect by" DoDAAC. If contract administration is retained by the Issuing/Procuring Activity; the contractor should contact the assigned Procuring Contracting Officer to obtain the applicable "inspect by" DoDAAC.

(d) SPECIAL ACCOUNTABILITY REQUIREMENTS FOR AMMUNITION AND AMMUNITION RELATED ITEMS (Energetic and Inert)

When items are ready for shipment, the contractor shall prepare and include with each shipment, a receipt and accountability document describing the contents of the shipment. Its purpose is to ensure proper receipt and accountability is maintained for ammunition and ammunition related items. In accordance with DFARS 252.246-7000, contractor submission of the material inspection and receiving information required by Appendix F of the DFARS by using the Wide Area Work Flow (WAWF) electronic form fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report that reflect the exact contents of each conveyance) shall be distributed with each shipment, in accordance with Appendix F, Part 4, F-401, and Table 1 of the DFARS. In addition to including a copy of the receipt and accountability document with each shipment, the contractor shall send an electronic copy to the Contracting Officer within one day of shipment.

If the volume of the shipment precludes the use of a single car, truck, or other vehicle, a separate receipt and accountability document shall be prepared and included in the shipment. If the shipped to, marked for, shipped from, mode of shipment, contract quality assurance and acceptance data are the same for more than one shipment made on the same day under the contract, the contractor may prepare one document to cover all shipments; however, each document shall be annotated to reflect the partial of any item on a single vehicle, such as partial 1 of 3, 2 of 3, and 3 of 3 and the document accompanying each shipment shall identify the unique contents of each vehicle, i.e., lot, quantity per lot, etc. For proper receipt and accountability, the WAWF electronic document shall contain, at a minimum, the following information for each shipment:

The "Header Tab" of WAWF must identify the Prime contractor's name and CAGE Code.

Besides the financial requirements of "Unit Price", "Unit of Measure", "Qty. Shipped", the extended dollar "Amount", and the ACRN, the "Line Item" tab of WAWF must identify:

Contract Number
Delivery Order number (if applicable)
Shipment Number
Invoice Number
Item Number (CLIN Number from contract)
Stock Number (NSN)

In the "Description" field of the WAWF document, the MILSTRIP requisition document number and the ammunition Lot and serial number (if applicable) must be annotated for the quantities shipped related to this particular invoice.

NOTE: If there are multiple Lot numbers or multiple MILSTRIP requisition document numbers, each Lot number and MILSTRIP requisition number must be identified separately.

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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/VFFARA.HTM or http://farsite.hill.af.mil/VFDFARA.HTM or http://farsite.hill.af.mil/VFAFARa.HTM

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

	Regulatory Cite	Title	Date
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
H-2	952.225-0011 (C3)	GOVERNMENT FURNISHED CONTRACTOR SUPPORT	JUL/2010

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 Accompanying the Force

___APO/FPO/MPO/Postal Services	___DFACs	___Mil Issue Equip
___Authorized Weapon	___Excess Baggage	___MILAIR
___Billeting	___Fuel Authorized	___MWR
___CAAF	___Govt Furnished Meals	___Resuscitative Care
___Controlled Access Card (CAC)/ID Card	___Military Banking	___Transportation
___Commissary	___Military Clothing	___All
___Dependents Authorized	___Military Exchange	___None

Third-Country National (TCN) Employees

___APO/FPO/MPO/Postal Services	___DFACs	___Mil Issue Equip
___Authorized Weapon	___Excess Baggage	___MILAIR
___Billeting	___Fuel Authorized	___MWR
___CAAF	___Govt Furnished Meals	___Resuscitative Care
___Controlled Access Card (CAC)/ID Card	___Military Banking	___Transportation
___Commissary	___Military Clothing	___All
___Dependents Authorized	___Military Exchange	___None

Local National (LN) Employees

___APO/FPO/MPO/Postal Services	___DFACs	___Mil Issue Equip
___Authorized Weapon	___Excess Baggage	___MILAIR
___Billeting	___Fuel Authorized	___MWR
___CAAF	___Govt Furnished Meals	___Resuscitative Care
___Controlled Access Card (CAC)/ID Card	___Military Banking	___Transportation
___Commissary	___Military Clothing	___All
___Dependents Authorized	___Military Exchange	___None

(End of clause)

H-3	52.242-4558 LOCAL	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS REPORTS	JUN/1996

(a) Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number).

(b) The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

ACTIVITY	ADDRESS	NO. OF COPIES
Purchasing Office (PCO)	Rock Island Contracting Center 1 Rock Island Arsenal Rock Island, IL 61299	1
Administration Office (ACO)	TBD at delivery order level	3
Production Manager	TBD at delivery order level	1
Project Manager	PM DCATS Fort Belvoir, VA 22060	1

(End of clause)

(HS6026)

H-4 52.245-4506 GOVERNMENT FURNISHED PROPERTY OCT/1994
(RICC)
Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number (TBD at delivery order level) of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number (TBD at delivery order level) of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number (TBD at delivery order level) of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of clause)

(HS6075)

H-5 52.246-4557 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) JAN/1995
LOCAL
Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Army Contracting Command - Rock Island
1 Rock Island Arsenal Bldg 60
Rock Island, IL 61299

2. Production Management

(TBD at delivery order level)

3. Send additional copies to (TBD at delivery order level) in accordance with Table 1 and Table 2.

(End of clause)

(HS6025)

H-6 952.225-0004 COMPLIANCE WITH LAWS AND REGULATIONS JUL/2010
(C3)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and 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.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. 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.

(c) 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.

(d) 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.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(End of clause)

H-7 952.225-0013 CONTRACTOR HEALTH AND SAFETY NOV/2010
(C3)

(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and 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. 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 outlined in the 2008 National Electric Code (NEC).

(b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2008 can be found on the following link http://www.nfpa.org.

(End of Clause)

H-8 952.225-0019 COMMODITY SHIPPING INSTRUCTIONS (AFGHANISTAN) JUL/2011
(C3)

(a) USFOR-A FRAGO 10-200. United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A

(b) Information regarding the Defense Transportation System (DTS). For instructions on shipping commodity items via commercial means

using DTS, see the following websites:

1. Defense Transportation Regulation Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures: http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf

2. Defense Transportation Regulation Part II 4 Cargo Movement Cargo Routing and Movement: http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf

3. Defense Transportation Regulation Part V - Department of Defense Customs and Border Clearance Policies and Procedures: http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf

(c) Responsibilities of the vendor carrier representative, shipping expediter, and/or customs broker:

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expediter, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.

2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expediter should be directed to the carrier or shipping agent.

3. Customs Required Documents: The carrier representative or shipping expediter is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIRoA).

(d) Required Customs Documents: Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIRoA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistans SOP for Customs Clearance Requests Operations (http://trade.gov/static/AFGCustomsSOP.pdf) and paragraph 4 below.

1. The U.S Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIRoA officials.

2. Imports. Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:

a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.

b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in US Military. This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).

c. Shipping Invoices.

d. Packing Lists. Required only if the shipping invoice does not list the cargo.

e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.

f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.

g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIRoA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIRoA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.

h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIRoA.

3. Exports. The following documentation is required for all export shipments:

a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.

b. Invoices.

c. Packing Lists. Required only if the shipping invoice does not list the cargo.

d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

4. Customs requirements from the GIRoA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to The Instruction for Customs Clearance Request (Import/Export) Operations. In all cases, the carrier is required to obtain a copy of this document, found at the following link: http://trade.gov/static/AFGCustomsSOP.pdf

(e) Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3 at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven digit DSN number.

(End of Clause)

H-9 952.228-0001 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) APR/2011
(C3)

(a) This C3 special clause supplements FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act).

(b) The contractor agrees to procure DBA insurance pursuant to the tenns of the contract between the U.S. Anny Corps of Engineers (USACE) and CNA Insurance unless the contractor has a DBA self-insurance program approved by the Department of Labor. Proof of this selfinsurance shall be provided to the Contracting Officer. The contractor shall submit either proof of a valid DBA Insurance policy or acceptance of an application with CNA Insurance for the Prime and their Subcontractors at every tier prior to performance of the contract. The current rates under the USACE, CENTCOM Contracting Command (C') and U.S. Army Contracting Command (40Sth CSB) contract are as follows:

Services	$ 3.50 per $100 of employee remuneration
Construction	$ 4.25 per $100 of employee remuneration
Aviation	$17.00 per $100 of employee remuneration
Security	$10.00 per $100 of employee remuneration

(c) Labor Category/Job Classification Definitions:

SERVICE: "White-collar" workers providing IT, engineering/consulting services, and restaurant services. Security consultants are included in this category if they are only providing risk assessment services and no form of anned protection.

CONSTRUCTION: "Blue-collar" workers providing services such as carpentry, electrical, plumbing, mechanical, concrete/asphalt, de-mining, roofing, landscaping, janitorial, trash removal, Port-a-John/ septic cleaning, pest exterminating, auto repair/dismantling, drivers/couriers, and heavy equipment operation and maintenance. Construction site supervisors/managers and life support service providers are included in this category as well as all Unskilled and Manual Labor Day Laborers.

SECURITY: Personal Security Detail (PSD) and Static or Convoy Guarding of property or personnel

AVIATION: Pilot and Crew of any aircraft, excluding ground personnel who provide maintenance or services and stay on the ground

NOTE: More than one rate may be applicable as more than one type of labor may be utilized for a particular contract.

(d) The contractor agrees to insert a Special Contract Requirement substantially the same as this one in all subcontracts (at every tier) to which DBA is applicable. Every subcontractor shall procure its own DBA insurance coverage directly from CNA Insurance Co.

(e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, USACE shall modify the contract accordingly. However, the revised rates will not be applicable until the contractor's or subcontractor's DBA Insurance policy is due to be renewed.

(f) CNA's broker (Rutherfoord) shall provide proof of confirmation of coverage within 3 working days of receipt of a completed insurance application. This confirmation should be used by the contracting officer to issue notice to proceed with performance.

(g) Premiums will be reimbursed only if coverage is purchased through the USACE mandatory requirements DBA contract administered by CNA Insurance and their managing broker, Rutherfoord International.

(h) Claims Reporting. The Contractor shall make timely DBA insurance claims on behalf of each employee who is injured or killed in the course of their employment under this contract, and shall ensure that similar language is in each Subcontractor's contract. The Contractor shall provide monthly reports to the Contracting Officer, providing the names of each such injured or deceased employee, the circumstances surrounding each injury or death, the dates of each injury or death, the date the insurance claim was made on behalf of each employee and the current status of each claim.

(i) The insurance carrier/broker will conduct periodic audits of actual contractor payroll amounts. When a return is due for over-payment of premium on a specific audit, such returned premium shall be returned to the U.S. Department of Treasury.

(j) Failure to obtain DBA insurance in accordance with FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act) and the above requirements, for the prime and all subcontractors at every tier, shall be considered a material breach and could cause this contract to be tenninated for default/cause.

(End of Clause)

H-10 52.242-4591 CONTRACTOR PERFORMANCE INFORMATION DEC/2005

The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Department of Defense (DoD) Contractors Performance Assessment Reporting System (CPARS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503-90.

(End of clause)

(HS7015)

H-11 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
(RICC)

The bidder/offeror is to fill in the Shipped From address, if different from Place of Performance indicated elsewhere in this section.

Shipped From:

_____

_____

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? _____ YES _____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of clause)

(HS7600)

H-11 SMALL BUSINESS PARTICIPATION UNDER CTS

It is the policy of the United States Government that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business cocnerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns and Historically Black Colleges, Universities and Minority Institutions will have the maximum practicable opportunity to participate in contract performance consistent with its efficient performance. For the CTS contract, the Government has established the following objectives (based on total contract value i.e. $10.5B):

Total Small Business Participation: 25%
(Includes Prime and Subcontract dollars)

Small Business as Prime: 15%

Small Disadvantaged Business (SDB): 4%

HUBZone: 1%

Women-Owned Small Business (WOSB): 2%

Veteran-Owned Small Business (VOSB): 5%

Service Disabled Veteran-Owned (SDVOSB): 3%
Small Business

Historically Black Colleges, Universities (HBCU/MIs): 0.25%
and Minority Insitutions

The Government is committed to meeting these Small Business objectives through multiple mechanisms throughout this contract. Namely, the evaluation of Small Business Participation (SBP) for the award of the ID/IQ contract, the evaluation of SBP for each Delivery Order competition and evaluation of Large Business Primes success towards meeting or exceeding their Small Business Participation goals within their subcontracting plan.

It is the intent of the Government to compete Delivery Orders under this contract in accordance with the Fair Opportunity provisions set forth in FAR 16.505(b)(1). However, the Government reserves the right to reserve or set-aside future Delivery Orders to Small Business Primes. All applicable set-aside rules will apply in these instances. For example, the clause FAR 52.219-14 Limitations on Subcontracting shall be invoked. In addition, depending on the value of a specific order set-aside, relaxed affiliation rules, as stated in Section A, paragraph 3, may revert to general affiliation rules. This may affect the ability of Small Business Primes who are organized as a Small Business Joint Venture under relaxed affiliation rules to compete for set-aside Delivery Orders. Use of this reservation would, in part, be dependent on whether small business goals are being achieved under the CTS ID/IQ contract.

It is the Government's expectation that:

All prime contractors shall make a good faith effort to meet their CTS proposed small business participation percentages. The prime contractor's efforts towards, and results in, achieving their small business subcontracting requirement and small business participation

percentages will be considered by the Contracting Officer in his/her evaluation of the prime contractor's past performance on future delivery order awards.

The prime contractor is cautioned that failure to make a good faith effort to meet the overall small business subcontracting requirement for this contract and/or its proposed small business participation percentages as set forth in its Subcontracting Plan and Small Business Participation Proposal (SBPP), or to provide detailed supporting documentation and/or rationale when it falls short of meeting this contracts small business subcontracting requirement or its proposed small business participation percentages may prevent the contractor from receiving future delivery orders. Small business prime contractor dollars will count towards its small business participation percentages in the applicable categories for their dollars in performance as a prime contractor.

The contractor's proposed small business participation percentages as set forth in their SBPP will be incorporated into, and become a requirement of this contract. The Government shall monitor the contractor's performance against the Governments overall small business subcontracting requirement and its small business participation percentages to ensure compliance. Failure of the contractor to demonstrate good faith to achieve its SBPP percentages may be a material breach of contract.

(End of Clause)

H-13 UNILATERAL DETERMINATIONS OF COSTS AND FEES FOR UNDEFINITIZED CONTRACTUAL ACTIONS

In the event the parties are required to initiate changes to the contract prior to establishing target costs or fees, and if the parties are unable to reach agreement on such target costs and/or fees within the contractually established milestone date for definitization, the government shall have the right to unilaterally establish the target costs, fees, and performance-based criteria for earning the fees. Such determinations will be subject to the Disputes clause in the contract.

(End of Clause)

H-14 ON-RAMP PROCEDURES

The Government reserves the right to reopen competition in either competition pool (Unrestricted or Small Business) at any time during the term of the contract. The Government will review the need for additional CTS Contractors to keep the eligible pool(s) viable. When an on-ramp is used, the Government will advertise the reopening of the competition on FedBizOpps, and awardees shall meet the criteria established in the initial CTS solicitation. The evaluation and selection of awardees for any on-ramp will be exactly the same as the evaluation and award criteria used for the CTS initial basic contract awards. The anticipated number of awards for any small business and/or full and open pools of competition will be announced in the reopening announcement posting on FedBizOpps. Any new awardees will compete with any existing or remaining Contractors for all delivery orders in the appropriate competition pool. Any additions due to on-ramps will not impact the $10.5 billion ceiling and the ordering period for new awardees will not exceed the overall maximum term of the original ID/IQ contract. The Government will not consider unsolicited requests for addition to either or both of the competition pools.

(End of Clause)

H-15 52.7410 - Deployment of Contractors to the Far East (FE) (September 1999)

If the delivery order or delivery orders require the CONTRACTOR to perform in Korea, the CONTRACTOR shall report its arrival and length of stay with the CECOM Senior Command Representative (SCR) at the Logistics Support Element-Far East (LSE-FE). The location of the LSE-FE is at Camp Market, Korea APO: AP 96283. The telephone numbers for contacting the Senior Command Representative are as follows:

DSN: 315-722-3222 or 315-722-3347
Cellular: 315-723-6206
Fax No.: 315-722-3757

If in Hawaii or Alaska, the CONTRACTOR shall report to the local Logistics Assistance Office.

(End of Clause)

H-16 52.227-19 - Commercial Computer Software License (Dec 2007)

a. Notwithstanding any contrary provisions contained in the Contractors standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.
b.
(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.
(2) The commercial computer software may be

(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
(iii) Reproduced for safekeeping (archives) or backup purposes;
(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;
(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and
(vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

c. The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract: Notice--Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract No. _____.

(End of Clause)

H-17 Invited Contractor or Technical Representative Status Under U.S. - Republic of Korea (ROK)

Invited contractor and TR status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by USFK Reg 700-19.

a. Invited contractor or TR status under the SOFA is subject to the written approval of ACofS, Acquisition Management (FKAQ), Unit#15237, APO AP 96205-5237.

b. The contracting officer will coordinate with HG USFK, ACofS, Acquisition Management (FKAQ), IAW FAR 25.8, and USFK Reg 700-19. The ACofS, Acquisition Management will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

c. 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 priveleges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistic support priveleges are provided on an as-available basis to properly authorized individuals.

d. 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.

e. 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.

f. 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.

g. Invited contractors and technical representatives agree to cooperate fully with the USFK sponsoring agency and RO on all matters pertaining to logistic support. In particular, contractors will provide the assigned sponsoring agency prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

h. 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.

i. 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 illegal in the ROK or are violating USFK regulations.

j. 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 the contract. Furthermore, it is agreed that withdrawal of SOFA Status for reasons outlined in USFK Reg 700-19, paragraphs 2-6a through 2-6c above 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. or USFK.

(End of Clause)

H-18 Organizational Conflict of Interest

Offerors are advised that nature of the Delivery Order work to be performed under the Communications and Transmissions Systems (CTS)acquisition may result in an organizational conflict of interest (OCI) in future PM AESIP/PEO EIS acquisitions. This includes acquisitions that are in process. Additionally, there may be incidences where future delivery orders under this IDIQ may cause a potential OCI situation. Further, if the Contracting Officer becomes aware of a contract award on any related acquisitions, in

accordance with FAR 9.5, the contractor shall be ineligible to participate, as a prime or subcontractor or otherwise, in this acquisition or those acquisitions, depending on the timing.

By accepting an award under this acquisition, the contractor agrees that:

(1) The contractor agrees that if it provides, under a contract or delivery order or task order, systems engineering and technical guidance for systems and programs, but does not have overall contractual responsibility, it will not be allowed to be awarded a contract or task or delivery order to supply the system or any of its major components or be a subcontractor or consultant to a supplier of the system or any of its major components. (FAR 9.505-1).

(2) The contractor agrees that if it prepares complete specifications for non-developmental items or assists in the preparation of work statements for a system or services under a contract or delivery order or task order, it will not be allowed to furnish these items, either as a prime contractor, a subcontractor or as a consultant. (FAR 9.505-2).

(3) The contractor agrees that it will neither evaluate nor advise the Government with regard to its own products or activities. The contractor will objectively evaluate or advise the Government concerning products or activities of any prospective competitors. (FAR 9.505-3).

(4) The contractor agrees that if it gains access to proprietary information of other companies, it will exercise diligent effort to protect such proprietary information from unauthorized use or disclosure. (FAR 9.505-4). In addition, the contractor agrees to protect the proprietary information 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 also agrees that if it gains access to the proprietary information of other companies it will enter into written agreements with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and to refrain from using the information for any purpose other than that for which it was furnished. The contractor shall provide copies of such agreements to the Contracting Officer.

(5) If the contractor, in the performance of this contract, obtains access to plans, policies, reports, studies, financial plans, data or other information of any nature which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, or (b) release such information unless release is otherwise authorized under the contract or such information has previously been released or otherwise made available to the public by the Government.

The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractors mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

(End of Clause)

H-19 License Software Management Reporting

(a) Definitions. As used in this clause

Licensed Software- is a piece of commercial or noncommercial software required by this contract and either stands alone or is integrated into and becomes part of a communications or transmissions system delivered under this contract, that requires a license.

(b) Notwithstanding the contractors requirements under contract clauses 252.227-7013, -7014, and -7015; the contractor shall-

(1) In relation to any and all Licensed Software provided under this contract, a License Software Management Report shall be submitted documenting, at a minimum, the following information:

a. Software Manufacturer
b. Software Name/Version
c. Software License No
d. Software License Type
e. Software Serial No / Software License Key / Other Unique identifier
f. Machine Installed On

(2) The contractors format will suffice for this requirement.

(3) As applicable, the contractor shall submit the License Software Management Report either;
a. On a quarterly basis during the performance of the contract

b. Based on a predetermined percentage of licenses purchased. For example 25% installed, 50% installed, 75% installed, and 100% installed.

(End of Clause)

*** END OF NARRATIVE H0001 ***

SECTION I - CONTRACT CLAUSES

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/VFFARA.HTM or http://farsite.hill.af.mil/VFDFARA.HTM or http://farsite.hill.af.mil/VFAFARa.HTM

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

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-12	52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR/2008
I-13	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2010
I-14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-17	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-19	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-20	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-21	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-22	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-23	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-24	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS	OCT/2010
I-25	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-26	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) -- ALTERNATE I (OCT 2009)	OCT/2009
I-27	52.216-8	FIXED FEE	JUN/2011
I-28	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2011
I-29	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) -- ALTERNATE II (OCT 2001)	OCT/2001
I-30	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-31	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-32	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUL/2010
I-33	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-34	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-35	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-36	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-37	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-38	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-39	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-40	52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS	FEB/2009
I-41	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN/2009
I-42	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-43	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-44	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-45	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011

	Regulatory Cite	Title	Date
I-46	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-47	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-48	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984)	APR/1984
I-49	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-50	52.227-3	PATENT INDEMNITY	APR/1984
I-51	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
I-52	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
I-53	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-54	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-55	52.230-2	COST ACCOUNTING STANDARDS	OCT/2010
I-56	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-57	52.232-1	PAYMENTS	APR/1984
I-58	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-59	52.232-11	EXTRAS	APR/1984
I-60	52.232-17	INTEREST	OCT/2010
I-61	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-62	52.232-20	LIMITATION OF COST	APR/1984
I-63	52.232-22	LIMITATION OF FUNDS	APR/1984
I-64	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-65	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-66	52.232-25	PROMPT PAYMENT	OCT/2008
I-67	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-68	52.233-1	DISPUTES	JUL/2002
I-69	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-70	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-71	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-72	52.236-2	DIFFERING SITE CONDITIONS	APR/1984
I-73	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR/1984
I-74	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-75	52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG/1996
I-76	52.242-1	NOTICE OF INTENT OF DISALLOW COSTS	APR/1984
I-77	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-78	52.242-13	BANKRUPTCY	JUL/1995
I-79	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-80	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-81	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-82	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE III (APR 1984)	APR/1984
I-83	52.243-2	CHANGES--COST REIMBURSEMENT	AUG/1987
I-84	52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP/2000
I-85	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-86	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2010
I-87	52.245-1	GOVERNMENT PROPERTY	AUG/2010
I-88	52.245-9	USE AND CHARGES	AUG/2010
I-89	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-90	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-91	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-92	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) -- ALTERNATE II (SEP 1996)	SEP/1996
I-93	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) -- ALTERNATE IV (SEP 1996)	SEP/1996
I-94	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-95	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-96	52.249-14	EXCUSABLE DELAYS	APR/1984
I-97	52.251-1	GOVERNMENT SUPPLY SOURCES	AUG/2010
I-98	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-99	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-100	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	JAN/2009
I-101	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-102	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-103	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	SEP/2010
I-104	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991

	Regulatory Cite	Title	Date
I-105	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-106	252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (52.204-7)	SEP/2007
I-107	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-108	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-109	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-110	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-111	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	MAY/2011
I-112	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (OCT 2010) -- ALTERNATE I (OCT 2010)	OCT/2010
I-113	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	OCT/2010
I-114	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-115	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-116	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
I-117	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-118	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2010
I-119	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
I-120	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-121	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2010
I-122	252.225-7013	DUTY-FREE ENTRY	DEC/2009
I-123	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-124	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-125	252.227-7000	NON-ESTOPPEL	OCT/1966
I-126	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	MAR/2011
I-127	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	MAR/2011
I-128	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	MAR/2011
I-129	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-130	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE--SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM	MAR/2011
I-131	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-132	252.227-7021	RIGHTS IN DATA--EXISTING WORKS	MAR/1979
I-133	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
I-134	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-135	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-136	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-137	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
I-138	252.228-7003	CAPTURE AND DETENTION	DEC/1991
I-139	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-140	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	MAR/2008
I-141	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-142	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-143	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-144	252.233-7001	CHOICE OF LAW (OVERSEAS)	JUN/1997
I-145	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010
I-146	252.239-7000	PROTECTION AGAINST COMPROMISING EMANATIONS	JUN/2004
I-147	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
I-148	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	MAY/2011
I-149	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-150	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-151	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	NOV/2010
I-152	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-153	252.246-7001	WARRANTY OF DATA	DEC/1991
I-154	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-155	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	NOV/2004
I-156	52.203-14	DISPLAY OF HOTLINE POSTER(S)	DEC/2007

(a) Definition.

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

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

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

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

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

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

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

Poster(s) Obtain from

Call: 1-800-541-1625 (toll free) or 202-586-4073 (toll call)
Mail: U.S. Department of Energy
Office of Inspector General
ATTN: IG Hotline
1000 Independence Avenue, S.W.
Mail Stop 5D-031
Washington, DC 20585
Web: ighotline@hq.doe.gov
Fax: 202-586-4902

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

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

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

(2) Is performed entirely outside the United States.

(End of clause)

I-157 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2010) - ALTERNATE I (OCT 2008) OCT/2008

(a) Inspection/Acceptance.

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

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

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

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

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

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

(B) Terminate this contract for cause.

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

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

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

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

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

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

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

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

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

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

(e) Definitions.

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

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

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

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

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

(iii) Materials means

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

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

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

(D) The following subcontracts for services which are specifically excluded from the hourly rate: (TBD at the delivery order level); and

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payments.

(1) Services accepted. Payments shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

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

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

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

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

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

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

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

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

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractors established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

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

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

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

(C) To the extent able, the Contractor shall

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

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

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

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

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

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

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

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

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

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

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

(B) The Contractors timekeeping procedures;

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

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

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

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

(B) any documents supporting payment of those invoices.

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

Contractor.

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

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

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

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

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

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

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

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

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

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

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

The specification.

(t) Central Contractor Registration (CCR).

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

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

(A) Change the name in the CCR database;

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

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

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

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

Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

I-158 52.216-7 ALLOWABLE COST AND PAYMENT JUN/2011

(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 (TBD at Delivery 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.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

(B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either partys 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 Contractors 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 Contractors 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 Contractors indemnification of the Government against patent liability.

(End of Clause)

I-159 52.216-10 INCENTIVE FEE JUN/2011

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.
(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.
(1) Target cost, as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.
(2) Target fee, as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.
(c) Withholding of payment. (1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the

Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by (TBD at Delivery Order Level) cents for every dollar that the total allowable cost is less than the target cost or decreased by (TBD at Delivery Order Level) cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than (TBD at Delivery Order Level) percent or less than (TBD at Delivery Order Level) percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of --

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, total allowable cost shall not include allowable costs arising out of --

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractors being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractors involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in total allowable cost for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of Clause)

I-160 52.216-16 INCENTIVE PRICE REVISION--FIRM TARGET (OCT 1997) -- ALTERNATE I APR/1984
(APR 1984)

(a) General. The supplies or services identified in the Schedule as Items (TBD at delivery order level) are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of (TBD at delivery order level) dollars ($(TBD at delivery order level)). Any supplies or services that are to be

(1) ordered separately under, or otherwise added to, this contract and

(2) subject to price revision in accordance with the terms of this clause shall be identified as such in a modification to this contract.

(b) Definition. Costs, as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Data submission.

(1) Within (TBD at delivery order level) days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-2, FAR 15.408, or in any other form on which the parties agree --

(i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;

(ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;

(iii) A list of all residual inventory and an estimate of its value; and

(iv) Any other relevant data that the Contracting Officer may reasonably require.

(2) If the Contractor fails to submit the data required by subparagraph (c)(1) of this clause within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) Price revision. Upon the Contracting Officers receipt of the data required by paragraph (c) of this clause, the Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a) of this clause by applying to final negotiated cost an adjustment for profit or loss, as follows:

(1) On the basis of the information required by paragraph (c) of this clause, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, as follows:

(i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.

(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less -5- percent of the amount by which the total final negotiated cost exceeds the total target cost.

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus -6- percent of the amount by which the total final negotiated cost is less than the total target cost.

(e) Contract modification. The total final price of the items specified in paragraph (a) of this clause shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that --

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(f) Adjusting billing prices.

(1) Pending execution of the contract modification (see paragraph (e) of this clause), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the target prices shown in this contract.

(2) If at any time it appears from information provided by the contractor under subparagraph (g)(2) of this clause that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractors submission of factual data showing that final cost under this contract will be substantially greater than the target cost.

(3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the total final price under paragraph (d) of this clause. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.

(g) Quarterly limitation on payments statement. This paragraph (g) shall apply until final price revision under this contract has been completed.

(1) Within 45 days after the end of each quarter of the Contractors fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing --

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established -- increased or decreased in accordance with subparagraph (d)(2) of this clause, when the amount stated under subdivision (g)(1)(ii) of this clause differs from the aggregate target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (g)(1)(iv) of this clause exceeds the sum due the Contractor, as computed in accordance with subdivisions (g)(1)(i), (ii), and (iii) of this clause, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

(i) Disagreements. If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required by paragraph (c) of this clause are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

(j) Termination. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for

(1) completed supplies and services accepted by the Government and

(2) those supplies and services not terminated under a partial termination.

All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(k) Equitable adjustment under other clauses. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(l) Exclusion from target price and total final price. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(m) Separate reimbursement. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(n) Taxes. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term contract price includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of

changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractors profit or loss on this contract.

(o) Provisioning and options. Parts, other supplies, or services that are to be furnished under this contract on the basis of a provisioning document or Government option shall be subject to price revision in accordance with this clause. Any prices established for these parts, other supplies, or services under a provisioning document or Government option shall be treated as target prices. Target cost and profit covering these parts, other supplies, or services may be established separately, in the aggregate, or in any combination, as the parties may agree.

(End of Clause)

I-161 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through last day of contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I-162 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of $10,000,000;

(2) Any order for a combination of items in excess of $10,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 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-163 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 Contractors and Governments 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 after (two (2) years after contract end date).

(End of Clause)

I-164 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 (TBD at delivery order level) 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-165 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009) -- ALTERNATE I (AUG 2007) AUG/2007

(a) Definitions. As used in this clause

"Coercion" means

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward

the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act ahs not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor orBservices, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall

(i)(A) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title Document may be obtained from: Applies to Performance in/at: (TBD at delivery order level) (TBD at delivery order level) (TBD at delivery order level)

(ii) 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; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of

(1) 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

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of

paragraphs (c), (d), or (f) of this clause may result in

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

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

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

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

(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/g/tip.

(End of clause)

I-166	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) The (TBD at delivery order level) 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 applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(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)

I-167 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS FEB/2007

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate.

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

(i) Performed by the Contractor;

(ii) Performed by the Subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliated of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

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

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Governments interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a), but the total amount withheld for the contract shall not exceed $50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials.

(1) For the purposes of this clause

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

(ii) Materials means

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

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

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

(D) Applicable indirect costs.

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

(i) Quantities being acquired; and

(ii) Actual cost of any modification necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

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

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

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractors written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

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

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give

credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

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

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

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the completion voucher and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

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

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

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

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

(h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing

office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of Clause)

I-168 52.232-16 PROGRESS PAYMENTS AUG/2010

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 (85 percent for small business concerns) of the Contractors 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 Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to the subcontractors or suppliers, except for--

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent (85 percent for small business concerns) 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 (85 percent for small business concerns) 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, stolen, damaged, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause,

(i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and

(ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Governments rights and remedies under this clause --

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to --

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form or progress payments, the terms of the subcontract or interdivisional order concerning progress payments --

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if --

(A) The Contractor defaults; or
(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent (85 percent for small business concerns) 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 (85 percent for small business concerns) 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 (85 percent for small business concerns) 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 (TBD at delivery 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 indefinitedelivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)

I-169 52.232-32 PERFORMANCE-BASED PAYMENTS AUG/2010

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contracts description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractors request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractors --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) Property, as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officers approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officers advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost, stolen, damaged, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractors records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractors records and to examine and verify the Contractors performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Governments rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractors request for performance-based payment. The Contractors request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contracts description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractors certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Governments title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

I-170 52.244-2 SUBCONTRACTS OCT/2010

(a) Definitions. As used in this clause

Approved purchasing system means a Contractors purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

Consent to subcontract means the Contracting Officers written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this clause.

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

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

(2) Is fixed-price and exceeds

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

(ii) For contracts awarded by a civilian agency other that 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 Officers written consent before placing the following subcontracts: Any subcontracts over $550,000.00 (Does not exclude commercial or fixed price contracts as defined by the FAR)

(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 subcontractors 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 subcontractors 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 subcontractors 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 subcontractors 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 Contractors price objective and the price negotiated; and

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

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractors 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 Contractors 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: TBD

I-171 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 (TBD at delivery 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 (TBD at delivery 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. (TBD at delivery order level).

This may be confirmed by contacting (TBD at delivery order level).

(End of Clause)

I-172 CLASS DEVIATION 2011-O0004 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2011-O0004) APR/2011

(a) Definition. 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 (Public Law 96-465) to be temporarily in charge of such a mission or office.

(b) General. (1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR) and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

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

(3) Contractor personnel are civilians.

(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.

(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 USCENTCOM AOR 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 USCENTCOM 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 USCENTCOM AOR, the Contractor shall ensure the following:

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

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

(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 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 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 local national or ordinarily resident in the host country that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (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 violation of the law of war when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military, or other 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 USCENTCOM AOR 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) Registration of Contractor personnel and private security contractor equipment.

(1) The Contractor is required to register in the automated webbased Synchronized Predeployment and Operational Tracker (SPOT) following the procedures in paragraph (g)(4) of this clause.

(2) Prior to deployment of contractor employees, or, if already in the USCENTCOM AOR, upon becoming an employee under this contract, the Contractor shall enter into SPOT, and maintain current data, including actual arrival date and departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third-country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR as follows:

(i) In all circumstances, this includes any personnel performing private security functions.

(ii) For personnel other than those performing private security functions, this requirement excludes anyone--

(A) Hired under contracts valued less than $100,000;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System

(3) Weapons, armored vehicles, helicopters, and other military vehicles used by personnel performing private security functions under this contract must be entered into SPOT, and the currency of such information must be maintained.

(4) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password or an Army Knowledge Online (AKO) account.

(ii) To register in SPOT:

(A) Contractor company administrators should register for a SPOT account at https://spot.altess.army.mil; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at https://spot.altess.army.mil/.

(iv) Refer SPOT application assistance questions to the Customer Support Team at 717-458-0747 or SPOT.helpdesk@us.army.mil. Refer to the SPOT Enterprise Suite Resource Center at http://www.resource.spot-es.net/ for additional training resources and documentation regarding registration for and use of SPOT.

(5) The Contractor shall submit aggregate contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e. U.S. third country national or local national) of those contractor personnel who are on contracts valued greater than $100,000, but performing less that 30 days in the AOR (e.g. day laborers).

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

(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 Governments 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 USCENTCOM Commander, authorizes the carrying of weapons--

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

(ii) The (TBD at delivery order level) 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 USCENTCOM Commander; and

(C) In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

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

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

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(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 USCENTCOM Commander. 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.

(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 USCENTCOM Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and designated 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) Notification and return of personal effects. (1) The Contractor shall be responsible for notification of the contractor personnel designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the individual--

(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.

(n) Mortuary affairs. Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(o) 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.

(p) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (p), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

(End of clause)

I-173 KSCR1-8 (C3) CONTRACT DELIVERY, TRANSPORTATION AND CUSTOMS REQUIREMENTS AUG/2010

(a) CONTRACTOR DELIVERY LOCATION: (TBD at delivery order level)

(b) POINT OF CONTACT RESPONSIBLE FOR INSPECTION AND ACCEPTANCE:

NAME: (TBD at delivery order level)
PHONE NO: (TBD at delivery order level)
EMAIL: (TBD at delivery order level)

(c) FINAL DELIVERY DESTINATION: (TBD at delivery order level)

(d) POINT OF CONTACT AT FINAL DESTINATION:

NAME: (TBD at delivery order level)
PHONE NO. (TBD at delivery order level)
EMAIL: (TBD at delivery order level)

(e) SHIPPING METHOD: Shipments arriving by express couriers DHL, FedEx, or UPS are processed using AK 302-1 Form, prepared by the express courier and given to the customer for signature. The signed form is then brought to the HNAC office for clearance through the KGAC. No AWB is required, only the signed AK form.

(f) KUWAIT CUSTOMS CLEARANCE: Required to ensure smooth transfer of goods between the U.S. Army in Kuwait and the General Administration of Customs (KGAC) of the State of Kuwait under the Defense Cooperation Agreement (DCA). Customs procedures will address import and export of all cargo to and from the U.S. Army, Navy, Air Force and Marines by Air, Land or Sea.

CUSTOMS POINT OF CONTACTS:

DHA Customs Office
Bldg 216 room 104
Camp Arifjan-Kuwait
Office: DSN 011-965-2-389-2417 or 5978

(g) Custom Exempt Contract: The Contractor shall furnish to the Contracting Officer, just prior to completion of this contract, a consolidated inventory of all excess supplies, materials, and equipment imported duty free for use under this contract. The Contractor shall either pay required duties on the excesses, re-export the excesses, or the excesses shall become the property of the Government.

(h) Contractor Transportation: All materials and equipment which are not to be incorporated into the project, such as office trailers, cranes, metal forms, etc., may be shipped free of duty, if the following actions are taken:

(1) Shipments of Materials: All shipments of materials into the country for use in performance of work under this contract and supplies or services necessary for support of the Contractor's personnel shall be addressed to the shipping address furnished to the Contractor by the Contracting Officer. Address will be furnished upon request by the Contractor.

(2) Contractor's Responsibilities: The Contractor shall be responsible for all customs clearance actions. All necessary arrangements, clearance procedures, and coordination with the Host Government customs, will be the sole responsibility of the Contractor. The Contractor shall submit to the Contracting Officer, with a cover letter, information copies of the shipping documents for the shipment(s) involved. As a minimum, the following shall be included as enclosures, with the cover letter to the Contracting Officer in three (3) copies:

(i) Invoice. (Include a copy in Arabic)
(ii) Bill of Lading.
(iii)Certificate of Origin.
(iv) Statement on the cover letter as to Port of Customs Clearance, estimated arrival date, general description of the shipment, quantity and the name of the carrier.
(v) Serial number or model number of shipment items.

(3) Physical Handling of Materials: The Contractor shall be responsible for performance of all loading, unloading, transportation or other physical handling of materials as may be required, including all movement from carrier unloading site to delivery at the job site and all movement required at the customs area.

(End of Clause)

I-174 KSCR1-11 (C3) GOVERNMENT FURNISHED CONTRACTOR SUPPORT NOV/2010

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.(TBD at delivery order level)

U.S. Citizens Accompanying the Force

___ APO/FPO/MPO/Postal Services
___ Authorized Weapon
___ MWR
___ Resuscitative Care
___ Controlled Access Card (CAC)/ID Card
___ Commissary
___ Dependents Authorized
___ Telephone Service
___ Utilities
___ None
___ DFACs(Access Only Contractors Must Pay For Meals)
___ MILAIR
___Transportation
___ Mil Issue Equip
___ Military Banking (Finance/Eagle Cash)
___ Military Clothing
___ Military Exchange
___ Keys to GFE
___ Technical Training
___ All

Third-Country National (TCN) Employees

___ APO/FPO/MPO/Postal Services
___ Authorized Weapon
___ MWR
___ Resuscitative Care
___ Controlled Access Card (CAC)/ID Card
___ DFACs(Access Only Contractors Must Pay For Meals)
___ MILAIR
___ Transportation
___ Mil Issue Equip
___ Military Banking (Finance/Eagle Cash)

___ Commissary
___ Dependents Authorized
___ None
___ Military Clothing
___ Military Exchange
___ All

Local National (LN) Employees

___ APO/FPO/MPO/Postal Services
___ Authorized Weapon
___ MWR
___ Resuscitative Care
___ Controlled Access Card (CAC)/ID Card
___ Commissary
___ Dependents Authorized
___ None
___ DFACs(Access Only Contractors Must Pay For Meals)
___ MILAIR
___ Transportation
___ Mil Issue Equip
___ Military Banking (Finance/Eagle Cash)
___ Military Clothing
___ Military Exchange
___ All

NOTES: Government Furnished Contractor Support, Continued.

(1) Billeting. As a general rule, billeting is not available for contractors in Kuwait. On an exception basis, contractors may be permitted Government Billeting if a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell.

(2) Fuel. There are no government provided fuel services in Kuwait. Contractors must obtain these services from the local community.

(3) Dining facilities (DFAC's) are available and authorized for contractor use. Contractor employees choosing to consume their meals at the DFACs shall be required to pay the established meal rates for all meals consumed.

(4) Medical Services: The USG will furnish emergency medical and rescue services in the case of life threatening injury to Contractor personnel IAW the terms and conditions of the contract.

(5) Contractor use of Army Post Office (APO): In accordance with DoD Postal Manual 4526.6-M, contractors providing goods and services in support of DoD activities may be authorized use of the Military Postal Service. The Contractor is authorized the use of postal services provided by the APO within the ASG-KU AOR for contract-related activities only. This authority extends to the Contractor's U.S. citizen employees and sponsored family members for personal mail usage. Postal support is limited to the country of Kuwait. This authority flows down to subcontractors that are U.S.-owned and controlled companies and support the same mission as the prime contractor.

(6) Trash Removal: The contractor shall obey all Kuwait and U.S. laws regarding secondary containment, environmental training, and proper disposal of HAZMAT, debris, or refuse from the installation. The contractor shall dump waste in a Kuwait Government approved site and comply with Kuwait environmental laws.

(End of Clause)

I-175 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES JUN/2011

(a) Definitions. As used in this clause

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

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

"Law of war" means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

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

(b) General.

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

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

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

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

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

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

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

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

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

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations.

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

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

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

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

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware--

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

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

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

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

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

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

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

(v) All personnel have received personal security training. At a minimum, the training shall

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

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

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

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

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

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

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

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

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

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

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

(g) Personnel data.

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

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

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

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

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

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

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

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

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

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

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons

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

(ii) The (To be determined at delivery order level) may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons

(i) Are adequately trained to carry and use them

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

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

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractors authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the

extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

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

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

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

(End of clause)

I-176 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES MAR/2006

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

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

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

I-177 252.237-7023 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 (TBD at delivery order level), Mission-Essential Contractor Services, dated (TBD at delivery 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)

I-178 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES DEC/1991

(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: (TBD at delivery 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 TBD. Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with (TBD at delivery 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)

I-179 52.228-4567 REQUIRED INSURANCE DEC/2010
(RICC)

Pursuant to paragraph (a) of FAR Clause 52.228-5, Insurance Work on a Government Installation, or FAR Clause 52.228-7, Insurance Liability to Third Persons, the Contractor shall procure and maintain the following insurance during the entire period of performance under this contract:

TYPE	AMOUNT
Workers Compensation	As required by Law
Employers Liability	Minimum liability limit $100,000
General Liability	Minimum bodily injury limits, $500,000 per occurrence
Automobile Liability	Minimum liability of $200,000 per person, $500,000 per occurrence for bodily injury, and $20,000 per occurrence for property damage
Aircraft Public and Passenger Liability	Coverage required when contract performance involves use of aircraft: Minimum liability of $200,000 per person, $500,000 per occurrence for bodily injury, other than passenger liability, and $200,000 per occurrence for property damage. Passenger liability shall be at least $200,000 multiplied

	by the number of seats or number of passengers, whichever is greater.
Vessel Collision Liability	Coverage required when contract performance involves use of vessels: Minimum liability of $5,000,000 or the market value of the property being shipped by vessel, whichever is greater

(End of clause)

(IS6020)

I-180 52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION -- 2011-0001) OCT/2010

(a) (1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at http://www.ccr.gov (see 52.204-7).

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) Public access to information in FAPIIS. (i) Public requests for system information that was posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

I-181 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS JAN/2011

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at http://www.ccr.gov.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

I-182 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-183 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS JAN/2011

(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

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

(4) 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.

___ Offer elects to waive the evaluation preference.

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

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

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

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds $25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than $25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business 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-184 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION 2009-O0009) MAY/2004

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that it meets the criteria consistent with 13 CFR 124.1002--

(1) Not less than 51 percent of which is unconditionally and directly owned by one or more socially and economically disadvantaged individuals who are citizens of the United States, the management and daily business operations of which are controlled by one or more socially and economically disadvantaged individuals; and

(2) Where the concern is owned by one or more individuals, and each individual represents that their net worth does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2).

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

I-185 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING (DEVIATION 2009-O0009) APR/2008

(a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor may accept self-representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors.

(b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, in the Contractor's own format providing the same information, or accomplished through using the Electronic Subcontracting Reporting System's Small Disadvantaged Business Participation Report. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small Business Subcontracting Plan, reports shall be submitted with the final Individual Subcontract Report at the completion of the contract.

(End of clause)

I-186 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION APR/2009

(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/services/contractingopportunities/sizestandardstopics/ .

(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 rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, 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 ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-187 52.222-99 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION 2010-O0013) JUN/2010

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b) (3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, u.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency, if requested;

(3) Downloaded from the Office of Labor-Management Standards web site at www.dol.gov/olms/regs/compliance/E013496; or

(4) Reproduced and used [as] exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I-188 52.232-29 TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS FEB/2002

(a) Contractor entitlement to financing payments. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no

impairment or diminution of the Governments security under this contract.

(b) Special terms regarding termination for cause. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions -- Commercial Items.

(c) Security for Government financing. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) Reservation of rights.

(1) No payment or other action by the Government under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Governments rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) Content of Contractors request for financing payment. The Contractors request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing (4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) Limitation on frequency of financing payments. Contractor financing payments shall be provided no more frequently than monthly.

(g) Dates for payment. A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) Conflict between terms of offeror and clause. In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of Clause)

I-189 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

http://www.acq.osd.mil/dpap/dars/far.html or http://www.acq.osd.mil/dpap/dars/index.htm or http://farsite.hill.af.mil/VFAFARa.HTM

(End of Clause)

I-190 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-191 KSCR1-1 (C3) ADDITIONAL INSTRUCTIONS FOR CONTRACTOR PERSONNEL WORKING IN THE USCENTCOM AREA OF RESPONSIBILITY, SUPPORT NOV/2010

CONTRACTOR PRIVILEGES AND SUPPORT: As identified in the Statement of Work (SOW) and must be authorized by the Contracting Officer in a Letter of Authorization (LOA). Every contract employee who will need an identification badge will need a SPOT-generated LOA. No personnel are authorized entry into the theater for more than 30 days without a SPOT-generated LOA.

MEDICAL TREATMENT AVAILABLE TO CONTRACTOR PERSONNEL ON BASE CAMPS: limited to resuscitative and stabilization care only. Kuwait mandatory language is in the Clause KSCR1-5, below. Emergency medical care is provided to any employee with an LOA, even when medical/dental care is not specified. Medical/dental care appears as a check box; when creating the SPOT-generated LOA, do not check the box to authorize routine medical/dental care.

PERSONNEL SUPPORT: The contractor is responsible for all personnel support unless provided for in the Statement of Work. The Statement of Work must clearly identify all contractor personnel support that will be provided by the Government. PGI 225.7402-3 lists the support that may be authorized or required when contractor personnel are supporting U.S. operations. Some examples of support are office space, communication services, equipment, and access to dining facilities.

BILLETING AND GOVERNMENT PROVIDED MEALS: As a general rule, not available for contractors in Kuwait. On an exception basis, contractors may be permitted to use Government Billeting if a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell.

LIFE SUPPORT: Contractors are responsible for providing all aspects of Life Support for Contractor employees to including, but not limited to, housing and transportation within Kuwait and transportation to and from Kuwait, medical or dental care (if provided for under employee benefits). Contractors are not allowed residence on any military installation within Kuwait unless a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell. The Government will provide only resuscitative/emergency medical care to contractor employees. (Reference paragraph 6.2.7.5 (Medical Preparation) of DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces). The Contracting Officer must determine whether any contractor personnel will be required to be armed or authorized to carry weapons for self-defense.

(End of Clause)

I-192 PSCR1-1 (C3) ADDITIONAL INSTRUCTIONS FOR CONTRACTOR PERSONNEL WORKING IN THE USCENTCOM AREA OF RESPONSIBILITY, SUPPORT AUG/2010

Contractor Privileges and Support: As identified in the Statement of Work (SOW) and must be authorized by the Contracting Officer in a Letter of Authorization (LOA). Every contract employee who will need an identification badge will need a SPOT-generated LOA. No personnel are authorized entry into the theater for more than 30 days without a SPOT-generated LOA.

Medical Treatment Available to Contractor Personnel on Base Camps: limited to resuscitative and stabilization care only. Emergency medical care is provided to any employee with a LOA, even when medical/dental care is not specified. Medical/dental care appears as a check box; when creating the SPOT-generated LOA, do not check the box to authorize routine medical/dental care.

Personnel Support: The contractor is responsible for all personnel support unless provided for in the Statement of Work. The Statement of Work must clearly identify all contractor personnel support that will be provided by the Government. PGI 225.7402-3 lists the support that may be authorized or required when contractor personnel are supporting U.S. operations. Some examples of support are office space, communication services, equipment, and access to dining facilities.

Billeting and government provided meals: Not available for contractors in Pakistan.

Life Support: Contractors are responsible for providing all aspects of Life Support for Contractor employees to including, but not limited to, housing and transportation within Pakistan and transportation to and from Pakistan, medical or dental care (if provided for under employee benefits). Contractors are not allowed residence on any military installation within Pakistan. Contractor primary healthcare is not authorized in military treatment facilities in Pakistan. The Government will provide only resuscitative/emergency medical care to contractor employees. (Reference paragraph 6.2.7.5 (Medical Preparation) of DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces). The Contracting Officer must determine whether any contractor personnel will be required to be armed or authorized to carry weapons for self-defense.

(End of Clause)

I-193 KSCR1-2 (C3) PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS AUG/2010

Trafficking in Persons (TIP): Contractor employees and subcontractor employees performing under this contract shall comply with all DOD and ASG-KUs Trafficking in Persons policies. Contractor employees are subject to prescriptions and remedies at FAR Clause 52.222-50 and the terms and conditions stated herein.

ASG-KU has adopted a more stringent policy than federal requirements regarding trafficking in persons. All Contractor employees and subcontractor employees shall be subject to FAR Clause 52.222-50, Combating Trafficking in Persons.

Contractor shall adhere to and abide by all Kuwait Labor Laws during the performance of this contract.

Registered Employee Listing: On a monthly basis, the Contractor shall provide the ACO with a listing of employee names registered with the Ministry of Social Affairs and Labor (MOSAL). Failure to provide the ACO with a list of employees registered with the MOSAL will result in the denial of installation badging privileges for Contractor employees. Furthermore, a copy of each individuals employment contract shall be available to the USG by the conclusion of the Transition Period. At a minimum, the employment contract shall be in English and the language of the employee. The Contractor shall disclose and make known to its employees the terms and conditions of employment.

For the duration of the contract, the Contractor shall ensure all wages earned (hourly, weekly, monthly, yearly), to include benefits and allowances, or any type of debt bondage arrangement in effect between the Contractor and employee, are included in each employees contract. Contractor shall specify the compensation rate to be earned for hours in excess a normal workweek within the employment contract.

Contractor shall specify the type or description of work to be performed and the job site location.

Contractor shall provide transportation costs from country of origin to place of employment, including repatriation.

Contractor shall include a detailed description of the type of job site berthing accommodations available to the employees within the employment contract.

Contractor shall provide non-cash compensation and benefits, to include meals and accommodations.

Contractor shall ensure employees have injury and sickness compensation insurance for emergency medical and dental care.

Contractor shall clearly define valid grounds for termination within the employment contract.

Contractor shall include dispute settlement provisions within the employment contract.

Housing Standards: The Contractor shall comply with the following minimum housing accommodations standards:

(1) Housing provided to all employees shall be no less than 50 square feet per person.

(2) Cafeteria or common use kitchen will be provided to all employees. Common use kitchens will service no more than 25 workers per kitchen.

(3) Each room shall be furnished at a minimum with the following:

(i) Room light.
(ii) One bed per individual.
(iii) One storage device that can be secured; a footlocker with hasp for lock, minimum size of at least 3 cubic feet.

(iv) A laundry facility or laundry service.
(v) Cleaning supplies.

(4) Monthly inspections of living conditions of all Contractor and subcontractor employees. A copy of the inspection report shall be provided to the ACO. The inspection report shall, at a minimum, contain the following inspection criteria:

(i) Compliance with minimum housing accommodation standards.
(ii) Functioning appliances and the projected time for repair for any non-functioning appliances.
(iii) The findings of Quarterly Health and Welfare inspections on personnel and accommodations.

TIP Training: Contractor shall provide TIP training for all employees and subcontractor employees. A copy of each employees TIP training certificate shall be provided to the PCO 30 days after the contract start date.

Contractor Shall Post: Human Trafficking Hotline Posters in English and all employee languages in all living quarters. At a minimum, the poster shall include the Contracting Commands Hotline complaint number DSN 318-430-4985 or 389-4985.

Violations: Violation of the TIP policy shall result in actions taken against the Contractor or its employees. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment at no cost to the USG. Contractor shall take appropriate actions to enforce this clause up to, and including, termination of employees or subcontractors that violate this policy at no cost to the Government.

Notification: Contractor shall inform the PCO immediately of any information received from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates TIP policies, and any actions taken against Contractor or subcontractor employees pursuant to FAR Clause entitled Combating Trafficking in Persons.

Remedies: In addition to other remedies available to the USG, the Contractors failure to comply with TIP policy may render the Contractor subject to the following:

(1) Required removal of a Contractor employee or employees from the performance of the contract.

(2) Required subcontractor termination.

(3) Suspension of contract payments.

(4) Loss of fee, consistent with the fee plan, for the performance period in which the USG determined Contractor non-compliance.

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

(6) Suspension or debarment.

Subcontracts: Contractor shall flow-down to its subcontracts the terms and conditions of this paragraph IAW Host Nation laws, regulatory guidance, DOD, and FAR clauses referenced herein.

(End of Clause)

I-194 PSCR1-2 (C3) COMPLIANCE WITH LAWS AND REGULATIONS AUG/2010

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Pakistan including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. 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.

(c) 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.

(d) 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.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Pakistan without approval from the senior U.S. commander in the country.

(End of Clause)

I-195 KSCR1-3 (C3) ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION AUG/2010

(a) Arming of Contractors. Contractor and its subcontractors shall, at all tiers that require arming under this contract, agree to obey all existing and future laws, regulations, orders, and directives applicable to the use of private security personnel in Kuwait, including USCENTCOM and USARCENT Commander orders, instructions, and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

(1) DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces.

(2) DFARS 252.225-7040, Contractor Personnel in the United States Central Command Area of Responsibility (Deviation 2007O0010).

(3) USCENTCOM Policy Letter, Personal Protection, and Contract Security Service Arming, current version.

(b) Required Contractor Documentation: Contractors and their subcontractors that require arming approval shall provide the following to the ACO/COR.

(c) Armed Contractor Employee Documentation: Contractor shall maintain documentation on each employee who will be armed under this contract that they have received the following training:

(1) Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by the Department of the Army Weapons Qualification Standard or as approved by the ASG-KU Commander; Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the ASG-KU Provost Marshal SOP and USARCENT Policy; Distinction between the above-prescribed RUF and the Rules of Engagement (ROE).

(2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.

(3) One copy of a business license from the Kuwaiti Ministry.

(4) One copy of an operating license (or a temporary operating license) from the Kuwaiti Ministry.

(5) Records pertaining to this certification are inspectable items by the USG without notice.

(d) Security Communications Plan. Contractor shall provide a communications plan that, at a minimum, sets forth the Following:

(1) Contractors method of notifying military forces and requesting assistance where hostilities arise or combat action is needed.

(2) How relevant threat information will be shared between Contractor security personnel and U.S. military forces.

(3) How the Contractor shall coordinate transportation with appropriate military authorities.

(e) Background Checks & Plan. Contractor shall maintain and develop an acceptable plan for accomplishing background checks on all personnel who will be armed under this contract. The Contractor shall ensure all subcontracts contain provisions to this effect and shall audit any subcontractor for compliance with this provision on a regular basis, but no less than quarterly. The Contractor shall, at a minimum, perform the following:

(1) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available.

(2) Verify with ASG-KU PMO that no employee has been barred by any commander within CENTCOM.

(3) Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.

(4) The Contractor shall furnish verification that each employee has passed the above listed checks to the ACO and COR monthly.

(f) Required Contractor Acknowledgements. Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the PCO, ACO and COR:

(g) Penalties for Non-Compliance. Failure of the Contractor or subcontractor employees to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employees. Where appropriate, such failure may also result in the total revocation of weapons authorization for the Contractor (or subcontractor) and sanctions under the contract, including termination.

(h) Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the Contractor, its subcontractors, and persons employed by the same, to USG and Host Nation prosecution and civil liability. Host Nation refers to the nation or nations where services under this contract are performed.

(i) Lapses in Training. Failure to successfully retrain an employee who is armed under this contract within 12 months of the last training date will constitute a lapse in the employees authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the Contractor and will remain unarmed until such time as they are retrained and the PCO, ACO, or COR determines that the retraining is sufficient.

(j) Requirements for Individual Weapons Possession. All employees of the Contractor and its subcontractors at all tiers who are armed under this contract must:

(1) Possess only those Government-approved weapons and ammunition for which they are qualified.

(2) Carry weapons ONLY when on duty or at a specific post.

(3) Not conceal any weapons, unless specifically authorized by the ASG-KU PMO.

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

(5) Not consume any alcoholic beverage or medication that may affect the ability to execute mission while armed or within eight hours of the next work period where they will be armed.

(k) Rules for the Use of Force (RUF). In addition to the RUF training, the contractor and its subcontractors at all tiers shall monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, but are not limited to:

(1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense.

(2) Failing to cooperate with Coalition and Host Nation forces.

(3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm.

(4) Failing to use a graduated force approach.

(5) Failing to treat the local civilians with dignity and respect.

(6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

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

(m) Armed Personnel Quarterly Report. The prime contractor will report quarterly, (NLT 1 January, 1 April, 1 July, and 1 October for each quarter of the calendar year) to the PCO, COR, and ACO responsible for this contract, and any other organization designated by the PCO, COR, and ACO, the following information under this contract:

(1) The total number of armed civilians and contractors.

(2) The names and contact information of its subcontractors at all tiers.

(3) A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: This information is in addition to the information the contractor promises to immediately provide under the Communications Plan.

(4) Contractors shall provide an initial report of all weapons firing incidents to the Provost Marshal (PM) and shall submit a written report to a PM within 48 hours.

(5) The initial report shall include the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. A follow-up, comprehensive written report of events surrounding the firing of weapons will be provided to the PM within 24 hours. Reports shall be submitted to the PMO Operations Section (or as otherwise directed).

(6) Contractors shall also provide first aid and request MEDEVAC of injured persons, and remain available for USARCENT response forces based upon the situation. In the event contractor personnel are detained by USG or USARCENT Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the Contractors name, the contract number, a POC in the Contractor management, and the phone number of the PM.

(End of Clause)

I-196 PSCR1-3 (C3) MONTHLY CONTRACTOR CENSUS REPORTING AUG/2010

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

(1) The total number (prime and subcontractors at all tiers) employees.
(2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
(3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
(4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
(5) Name of province in which the work was performed.
(6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

(End of Clause)

I-197 KSCR1-4 (C3) ARMED PERSONNEL INCIDENT REPORTS AUG/2010

(a) All contractors and subcontractors supporting ARCENT in the Kuwait area of operations shall comply with and shall ensure that their personnel are familiar with and comply with all applicable orders, directives, and instructions issued by the respective Commanders relating to force protection and safety.

(b) Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the PARC-SWA DSN: 318-430-5926. Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The PARC-SWA in coordination with the JOC will issue guidance for further reporting requirements.

(c) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractors name, the contract number, a contractor management POC, and the phone number of the CONOC/JOC Watch.

(End of Clause)

I-198 PSCR1-4 (C3) PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS AUG/2010

Trafficking in Persons (TIP): Contractor employees and subcontractor employees performing under this contract shall comply with all DOD Trafficking in Persons policies. Contractor employees are subject to prescriptions and remedies at FAR Clause 52.222-50 and the terms and conditions stated herein. All Contractor employees and subcontractor employees shall be subject to FAR Clause 52.222-50, Combating Trafficking in Persons.

Contractor shall adhere to and abide by all Pakistan Labor Laws during the performance of this contract.

Registered Employee Listing: On a monthly basis, the Contractor shall provide the ACO with a listing of employee names registered with the Ministry of Social Affairs and Labor (MOSAL). Failure to provide the ACO with a list of employees registered with the MOSAL will result in the denial of installation badging privileges for Contractor employees. Furthermore, a copy of each individuals employment contract shall be available to the USG by the conclusion of the Transition Period. At a minimum, the employment contract shall be in English and the language of the employee. The Contractor shall disclose and make known to its employees the terms and conditions of employment.

For the duration of the contract, the Contractor shall ensure all wages earned (hourly, weekly, monthly, yearly), to include benefits and allowances, or any type of debt bondage arrangement in effect between the Contractor and employee, are included in each employees contract. Contractor shall specify the compensation rate to be earned for hours in excess a normal workweek within the employment contract.

Contractor shall specify the type or description of work to be performed and the job site location.

Contractor shall provide transportation costs from country of origin to place of employment, including repatriation.

Contractor shall include a detailed description of the type of job site berthing accommodations available to the employees within the employment contract.

Contractor shall provide non-cash compensation and benefits, to include meals and accommodations.

Contractor shall ensure employees have injury and sickness compensation insurance for emergency medical and dental care.

Contractor shall clearly define valid grounds for termination within the employment contract.

Contractor shall include dispute settlement provisions within the employment contract.

Housing Standards: The Contractor shall comply with the following minimum housing accommodations standards:

(1) Housing provided to all employees shall be no less than 50 square feet per person.

(2) Cafeteria or common use kitchen will be provided to all employees. Common use kitchens will service no more than 25 workers per kitchen.

(3) Each room shall be furnished at a minimum with the following:

(i) Room light.
(ii) One bed per individual.
(iii) One storage device that can be secured; a footlocker with hasp for lock, minimum size of at least 3 cubic feet.
(iv) A laundry facility or laundry service.
(v) Cleaning supplies.

(4) Monthly inspections of living conditions of all Contractor and subcontractor employees. A copy of the inspection report shall be provided to the ACO. The inspection report shall, at a minimum, contain the following inspection criteria:

(i) Compliance with minimum housing accommodation standards.
(ii) Functioning appliances and the projected time for repair for any non-functioning appliances.
(iii) The findings of Quarterly Health and Welfare inspections on personnel and accommodations.

TIP Training: Contractor shall provide TIP training for all employees and subcontractor employees. A copy of each employees TIP training certificate shall be provided to the PCO 30 days after the contract start date.

Contractor Shall Post: Human Trafficking Hotline Posters in English and all employee languages in all living quarters.

Violations: Violation of the TIP policy shall result in actions taken against the Contractor or its employees. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment at no cost to the USG. Contractor shall take appropriate actions to enforce this clause up to, and including, termination of employees or subcontractors that violate this policy at no cost to the Government.

Notification: Contractor shall inform the PCO immediately of any information received from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates TIP policies, and any actions taken against Contractor or subcontractor employees pursuant to FAR Clause entitled Combating Trafficking in Persons.

Remedies: In addition to other remedies available to the USG, the Contractors failure to comply with TIP policy may render the Contractor subject to the following:

(1) Required removal of a Contractor employee or employees from the performance of the contract.
(2) Required subcontractor termination.
(3) Suspension of contract payments.
(4) Loss of fee, consistent with the fee plan, for the performance period in which the USG determined Contractor non-compliance.
(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract.
(6) Suspension or debarment.

Subcontracts: Contractor shall flow-down to its subcontracts the terms and conditions of this paragraph IAW Host Nation laws, regulatory guidance, DOD, and FAR clauses referenced herein.

(End of Clause)

I-199 KSCR1-5 (C3) FITNESS FOR DUTY AND MEDICAL CARE LIMITATIONS NOV/2010

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

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

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

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

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or

transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: http://comptroller.defense.gov/rates/fy2010.html (change fiscal year as applicable).

(End of Clause)

I-200 PSCR1-5 (C3) MILITARY EXTRATERRITORIAL JURISDICTION ACT (AUG 2010) AUG/2010

Military Extra Territorial Jurisdiction Action (MEJA) (18 USC 3261-3267). Per the MEJA Act, following notification of contract award, the Contractor and all subcontractors at any tier shall provide the required notification to all employees. The Contractor shall report compliance with this clause to the Contracting Officer following contract award and upon request. The Contractor shall respond to requests for reports on compliance with this clause in the manner and with such content as is specified by the Contracting Officer at no further cost to the Government. The contractor, and all subcontractors at any tier, is responsible for providing each employee with the below notification by actions sufficient to ensure all employees have received and understood the notification by actions including, but not limited to, providing the notification and obtaining a written acknowledgement of the notification by each employee, posting the notification in a conspicuous place frequented by employees, as well as including the below notice in employee manuals or employment information. Employees who are not literate (who cannot read) shall have this notification read to them in a language understood by such employee. The below notification will be provided during employee training and any briefings provided to contractors employees and subcontractor employees at any tier no later than ten days after employment for this contract or arrival in the foreign country in which they will be assigned, employed by or accompanying the US Armed Forces, or residing as a dependent. The contractor shall maintain a copy of each employees written acknowledgement of receipt of the notification and shall provide the same upon request by the Contracting Officer. The contractor shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction over Civilians Employed By or Accompanying the Armed Forces outside the United States, Certain Service Members, and Former Service Members. In the event of conflict between DoDI 5525.11 or any applicable U.S. military regulations, DoDI 5525.11 and/or applicable U.S. military regulations or orders will control over this clause. The notification referenced above is as follows: Notification: Under the Military Extraterritorial Jurisdiction Act (MEJA) (18 USC 3261-3267), persons employed by or accompanying the U.S. Armed Forces outside the United States are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the United States. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States jurisdiction. The law applies to individuals accompanying a contractor for the US Armed Forces, which may include a dependent of a DOD contractor or subcontractor employee. This law authorizes DOD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to the US. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See Army Field Manual 3-100.21, Contractors on the Battlefield, and DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members.

(End of Clause)

I-201 KSCR1-6 (C3) COMPLIANCE WITH LAWS AND REGULATIONS AUG/2010

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Kuwait including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. 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.

(c) 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.

(d) 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.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Kuwait without approval from the senior U.S. commander in the country.

(End of Clause)

I-202 KSCR1-7 (C3) MONTHLY CONTRACTOR CENSUS REPORTING AUG/2010

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

(1) The total number (prime and subcontractors at all tiers) employees.

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

(3) The total number (prime and subcontractors at all tiers) of local nationals (LN).

(4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).

(5) Name of province in which the work was performed.

(6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

(End of Clause)

I-203 KSCR1-9 (C3) SHIPPING INSTRUCTIONS FOR WEAPONS AUG/2010

(a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).

(b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.

(c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.

(d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

(End of Clause)

I-204 KSCR1-10 (C3) MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR THIRD COUNTRY NATIONALS OR LOCALLY HIRED EMPLOYEES NOV/2010

(a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

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

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

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment

screening with a quality CXR, Body Mass Index (BMI) and symptom survey.

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

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

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

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

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening and documentation is a requirement prior to receiving badges to work in Kuwait. A copy of the TB screening documentation shall be provided to the Contracting Officer and the COR prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working in food service, water and ice production facilities, shall have current Typhoid and Hepatitis A (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

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

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

(e) NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation/Defense Federal Acquisition Regulation Supplement, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements

List of Immunizations and Vaccinations: Required for entry into Kuwait and those recommended by medical authorities upon contract award can be found at the CRC website identified below. The document entitled Civilian Medical Processing is provided for guidance and situational awareness. Contractor employees shall be immunized or vaccinated to meet the requirements established by the Theater's Command Surgeon. Contractors shall immediately replace any employee who refuses any required immunization or vaccination at the Contractor's expense. Additional information can be provided by visiting the CONUS Replacement Center (CRC) website at www.benning.army.mil/CRC.

(End of Clause)

I-205 KSCR1-12 (C3) MILITARY EXTRATERRITORIAL JURISDICTION ACT AUG/2010

Military Extra Territorial Jurisdiction Action (MEJA) (18 USC 3261-3267). Per the MEJA Act, following notification of contract award, the Contractor and all subcontractors at any tier shall provide the required notification to all employees. The Contractor shall report compliance with this clause to the Contracting Officer following contract award and upon request. The Contractor shall respond to requests for reports on compliance with this clause in the manner and with such content as is specified by the Contracting Officer at no further cost to the Government. The contractor, and all subcontractors at any tier, is responsible for providing each employee with the below notification by actions sufficient to ensure all employees have received and understood the notification by actions including, but not limited to, providing the notification and obtaining a written acknowledgement of the notification by each employee, posting the notification in a conspicuous place frequented by employees, as well as including the below notice in employee manuals or employment information. Employees who are not literate (who cannot read) shall have this notification read to them in a language understood by such

employee. The below notification will be provided during employee training and any briefings provided to contractors employees and subcontractor employees at any tier no later than ten days after employment for this contract or arrival in the foreign country in which they will be assigned, employed by or accompanying the US Armed Forces, or residing as a dependent. The contractor shall maintain a copy of each employees written acknowledgement of receipt of the notification and shall provide the same upon request by the Contracting Officer. The contractor shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction over Civilians Employed By or Accompanying the Armed Forces outside the United States, Certain Service Members, and Former Service Members. In the event of conflict between DoDI 5525.11 or any applicable U.S. military regulations, DoDI 5525.11 and/or applicable U.S. military regulations or orders will control over this clause. The notification referenced above is as follows: Notification: Under the Military Extraterritorial Jurisdiction Act (MEJA) (18 USC 3261-3267), persons employed by or accompanying the U.S. Armed Forces outside the United States are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the United States. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States jurisdiction. The law applies to individuals accompanying a contractor for the US Armed Forces, which may include a dependent of a DOD contractor or subcontractor employee. This law authorizes DOD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to the US. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See Army Field Manual 3-100.21, Contractors on the Battlefield, and DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members.

NOTE: Also see KSCR1-6, paragraphs (d), (e) & (f).

(End of Clause)

I-206 KSCR1-13 (C3) INSTALLATION SECURITY/ACCESS/BADGING REQUIREMENTS AUG/2010

(a) Badging and access requirements for Army Posts in Kuwait will require coordination with the Contracting Officer or the Contracting Officer Representative (COR) responsible for contract oversight at applicable location.

(1) To obtain entry to Camp Arifjan, Contractors must contact the Badging Office at 965-2389-1525 for forms, procedures and instructions.

(2) New passes are obtained at ECP 1 (TCN Gate) on Camp Arifjan. Renewals and upgrades are handled at the Provost Marshal Office Bldg 159 located on Camp Arifjan. The ECP 1 Badging Office provides support from 0700 to 1600 and 1900 to 0400 Daily.

(b) Contractors are advised that badging for citizens/residents of certain countries is restricted or unavailable. Contractors must contact the Badging Office to obtain a list of restricted countries and any applicable waiver processes.

(c) Contractor shall adhere to all Physical Security requirements for all areas of performance under this contract IAW Army Regulation 190 series. The Contractor shall comply with the ASG-KU Commands directed vetting/badging policies for all personnel.

(d) Special Instructions for Compound Pass access procedures per ASG-KU-PMO:

The contractor shall obtain temporary installation access passes through the Contracting Officer or the Contracting Officer's Representative (COR). The contractor shall allow a minimum of 5 working days to process passes through the Pass and ID section. To obtain temporary passes; the contractor must submit a copy of the Civil ID with a level 18 working code for each worker, a copy of the workers' passport showing the Kuwait visa, and a completed Pass Request Form. The above-mentioned form can be obtained at the Pass and ID Section. Additionally, the contractor must identify all the workers' sponsors and have an individual letter for each applicant from their sponsor authorizing their employees to work for the contractor and accepting responsibility. It is the responsibility of the Contractor to screen employees for countries of concern. Citizens of the countries below are prohibited access to the installation unless granted an exception by the ASG-KU Commander. For each exception to policy, a name-check with the U.S. Embassy and a Kuwait KMOD/KMOI Background Investigation will be conducted and kept on file at the ASG-KU PMO Installation Access Office.

(1) Cuba
(2) Iran
(3) Iraq
(4) Libya
(5) Democratic People's Republic of Korea
(6) Sudan
(7) Syria

Citizens of the countries listed below are permitted to apply for installation access; however a name-check with the U.S. Embassy must be conducted in addition to the routine KMOD/KMOI Background Investigation.

(1) Russia
(2) People's Republic of China

(3) Socialist Republic of Vietnam

(End of Clause)

I-207 KSCR1-14 (C3) SPECIAL REQUIREMENTS FOR SECURITY/ACCESS ON AIR FORCE BASES IN KUWAIT AUG/2010
SECURITY & ACCESS:

(a) The contractor shall follow security procedures and instructions applicable to Ali Al Salem AB, Kuwait. Contractor personnel working on Ali Al Salem Air Base shall hold a current Kuwait Pass necessary to gain access to the front Gate. The U.S. shall not be liable for delays caused by inaccessibility through the Kuwaiti Gate.

(b) The contractor shall submit pass request applications to the Contracting Officer within 3 calendar days after receipt of Notice of Contract Award. The pass request applications require coordination with the Host Nation Liaison. The U.S. Air Force shall not be liable for delays resulting from Kuwaiti pass coordination/approval. Contractor shall be liable for completing all requirements within the specified time frames. No extensions on work will be granted due to delays from Kuwaiti pass coordination/approval. Upon completion the pass request letters shall be returned to the contractor for coordination with the Kuwait Air Force Security Office.

(c) The contractor is also required to complete Installation Access Applications for all employees entering Ali Al Salem Air Base. Once the application is complete all contractor employees must then register within the Defense Biometric Identification System (DBIDS) and receive a DBIDS badge.

(d) The work site is located in a restricted or controlled area. The contractor may therefore experience delays due to compliance with entrance/exit requirements of restricted/controlled areas. The maximum amount of delay should not exceed four (4) hours per occurrence.

(e) The Host Nation base will not grant access for individuals of the following nationalities: Iranian, Iraqi, Cuban, Libyan, Syrian, Sudanese, Jordanian, Palestinian, and North Korean.
There are two passes that are required for access to Air Force installations in Kuwait:

(1) The first pass that is required is the DBIDS badge. An application shall be completed for this badge. Once the completed application is received, contractor will be able to go to the DBIDS trailer at the gate and get your biometrics taken. The results of the biometrics scan takes three days. After these three days, contractor may come pick up DBIDS badge.

(2) The second pass that is required is a temporary pass from the Kuwaitis. Each person on the admissions pass must have copies of their Civil ID cards attached to the document. Each person on the short term vehicle pass must have a copy of their Civil ID cards, vehicle registration, and driver's license. The short term passes are only good for five days, but I would recommend that you submit your information for this pass as soon as possible since these can be difficult to obtain at times. Both the admissions and vehicle temporary passes must have both English and Arabic versions submitted. I have also attached the most current instructions on how to complete these temporary pass applications. NOTE: All date formats have to be YYYY/MONTH/DAY. Also, these passes must be typed.

DBIDS Processing Instructions for 386 ECONS Contractors:

STEP ONE: Obtain a copy of the Installation Access Application (IAA) from the Ali Al Salem Air Base Contracting Office (386 ECONS).

STEP TWO: Ensure sections 1, 2, 3, 4, 9, 11, and 12 are completed with the appropriate information. Once you have accurately completed the IAA, submit the completed form to the 386 ECONS. Ensure that each application has the required backup documentation (see section 10 of the IAA, Verifying Documents Attached section). At a minimum each IAA should have:

(1) Copy of the passport (photo, data, and residency pages)
(2) Copy of the civil ID (front and back)
(3) Entry Visa with entry stamp (if applicable)
(4) Original sponsor letter (in English ONLY)
(5) Copy of the driver's license

STEP THREE: Once you have submitted the completed form to the 386 ECONS, your representative within the 386 ECONS will complete sections 5, 6, and 7.

STEP FOUR: The 386 ECONS will submit the completed IAA to the DBIDS office. You will then be notified by the 386 ECONS that the IAA is in the DBIDS office. At this time you can report to the DBIDS office (located at the Fox 1/"Ringmaster" entrance of Ali Al Salem Air Base) for the submission of your biometric information.

All 386 ECONS contractors who have submitted IAAs can report to the DBIDS office Monday through Saturday from 1500 to 1630.

STEP FIVE: Visitor awaits receipt of DBIDS badge.

(End of Clause)

I-208 KSCR1-15 (C3) PREVENTION OF SEXUAL HARASSMENT TRAINING AUG/2010

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

"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, inappropriate 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. 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 coercion or when the victim is asleep, incapacitated, or unconscious.

"Sexual Harassment" means--
Gender discrimination that involves unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature between the same or opposite sex genders when such conduct has the purpose or effect of unreasonably interfering with an individuals work performance or creates an intimidating, hostile, or offensive working environment. Categories of sexual harassment are:

(1) 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 ones physical appearance in a sexual manner.

(2) Nonverbal Examples include staring at someone, blowing kisses, winking, or licking ones 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 ones computer; or sending sexually oriented notes, letters, faxes or email.

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

(b) Policy. The Department of Defense has adopted a policy to prevent sexual assault and sexual harassment.

(c) Contractors and contractor employees in the Army Central Command (ARCENT) Area of Responsibility (AOR) shall not--

(1) Commit acts of sexual assault against any person on any camp, post, installation, or other United States enclave within the ARCENT AOR; or

(2) Sexually harass any person on any camp, post, installation, or other United States enclave within the ARCENT AOR.

(d) Contractor requirements. The Contractor shall--

(1) Notify its employees of:

(i) The Department of Defenses policy described in paragraph (b); and
(ii) 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;

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b); and

(3) Annually train all employees to prevent sexual assault and sexual harassment. This training must, at a minimum, ensure that all contractor employees understanding the definitions outlined in paragraph (a) and the policy in paragraph (b). Each employees compliance with this training requirement shall be reported to the Contracting Officers Representative prior to the employee being allowed access to the worksite.

(e) Notification. The Contractor shall inform the Contracting Officer immediately of--

(1) 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

(2) 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 (f) of this policy may result in--

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

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

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

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

(6) Suspension or debarment.

(g) Subcontracts. The Contractor shall include the substance of this policy, including this paragraph (g), in all subcontracts.
(h) Mitigating Factor. The Contracting Officer may consider whether the Contactor 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.

(End of Clause)

I-209 KSCR1-16 (C3) CONTRACTOR PAYMENTS NOV/2010
Currency: Payments made against this contract will be paid in local currency (Kuwait Dinar) if awarded to a non U.S. vendor. If contract award has been made to a U.S. contractor, payment will be made in U.S. currency (dollars). Payments shall be made via Electronic Funds Transfer (EFT), unless circumstances beyond a contractors control prevent this.

(End of Clause)

I-210 KSCR1-17 (C3) SPONSORSHIP REQUIREMENTS AUG/2010
Sponsorship: The Contractor shall obtain local sponsorship as required for all personnel for the purpose of providing in-country legal representation, work visas and resolution of other personal business or domestic matters, in compliance with host nation labor laws.

Passports, Visa and Customs: The Contractor is responsible for identifying and obtaining all passports, visas, or other documents necessary to enter and/or exit any areas necessary for performance. All Contractor employees shall be subject to the customs, processing procedures, laws, and duties of Kuwait, and the procedures, laws, and duties of the United States upon re-entry. Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

(End of Clause)

I-211 KSCR1-18 (C3) CONTRACTOR MANPOWER REPORTING AUG/2010
Contractor Manpower Reporting: The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address http://contractormanpower.army.pentagon.mil

The required information includes:

(1) Contracting Office, Contracting Officer, Administrative Contracting Officer;
(2) Contract Number;
(3) Beginning and ending dates covered by reporting period;
(4) Contractor name, address, phone number, email address, identify of contractor employee entering data;
(5) Estimated direct labor hours (including sub-contractors);
(6) Estimated direct labor dollars (including sub-contractors);
(7) Total payments (including sub-contractors);
(8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor, if different);
(9) Estimated data collections cost;
(10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring

Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
(11) Locations where contractor and subcontractor perform the work (specified by zip code in the United States or nearest city, country when in an overseas location, using standardized nomenclature provided on website);
(12) Presence of deployment or contingency contract language; and
(13) Number of contractor and sub-contractor employees deployed in theater during this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each calendar year. Contractors may use a direct XML data transfer to the data base server or fill in the fields on the website. The XML direct transfer us a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site. The Contractor shall NOT mark any data provided to the USG under this contract as proprietary; this includes records, files, memoranda, reports, listings, SOPs, plans, programs, studies, tests, property listings, etc., or any other data acquired or produced by the Contractor in support of this contract. Further, IAW with DFARS 252.227-7013, the Government shall have unlimited rights to all technical data produced or obtained by the Contractor under the terms of this contract. As such, the Contractor shall not place proprietary markings on any documents to which the Government has unlimited rights.

(End of Clause)

I-212 KSCR1-19 (C3) SPECIAL REQUIREMENTS FOR CONSTRUCTION AND FACILITY ASSOCIATED WORK ON MILITARY INSTALLATIONS IN KUWAIT NOV/2010

CONTRACTOR LIAISON WITH HOST GOVERNMENT: All communication by the Contractor with all officials, Representatives and/or offices of the Host Government in all matters pertaining to the design or construction of this contract, shall be through and in full liaison with the Contracting Officer. This does not relinquish Contractor responsibility for obtaining routine items to conduct day to-day business, such as visas, permits, and custom clearances.

KUWAIT MINISTRY OF DEFENSE (KMOD) LETTER OF AUTHORIZATION: An offeror must provide a copy of the offerors KMOD construction authorization letter stamped by the Military Engineering Projects Office along with an original certified English translation. If the KMOD construction authorization letter being submitted is due for renewal within 30 days of proposal submission, the offeror involved should describe the procedure by which it intends to obtain renewal of that authorization letter.

USE OF EXISTING ROADS AS HAUL ROUTES: The Contractor shall be responsible for coordinating with the Host Nation Government and the base authorities for use of any existing roads as haul routes. Construction, and routing of new haul roads, and/or upgrading of existing roads to carry anticipated construction traffic shall be coordinated with the Host Nation and Base authorities and is the sole responsibility of the Contractor.

COMPLIANCE WITH KUWAIT RULES AND CUSTOMS FOR ACCESS TO RESTRICTED AREAS WITHIN KUWAIT: The laws of Host Country may prohibit access to certain areas of the country which are under military control. The Contractor shall furnish the Contracting Officer the names of personnel, type, and amounts of equipment, dates and length of time required at the site, and the purpose of entering the host country. It is understood that areas to which rights of entry are provided by the Host Government are to be used only for work carried out under the contract and no destruction or damages shall be caused, except through normal usage, without concurrence of the Host Government. Contractor's Responsibilities: The following items are the sole responsibility of the Contractor to investigate, estimate as to cost, and assume the risk, as normally encountered by Contractors. The Contractor shall be responsible for determining the effect of the following on his own cost of performance of the contract and for including sufficient amount in the contract price:

(1) Official language and type of accounts required to satisfy the officials of the Local Government.
(2) Entry and exit visas, residence permits, and residence laws applicable to aliens. This includes any special requirements of the Host Government, including those required by local Labor Offices, which the Contractor may have to fulfill before an application for a regular block of visas will be accepted.
(3) Passports, health and immunization certificates, and quarantine clearance.
(4) Compliance with local labor and insurance laws, including payment of employer's share of contribution, collecting balance from employee and paying into insurance funds.
(5) Strikes, demonstrations and work stoppage.
(6) Collection through withholding and payment to local Government, of any Host Country income tax on employees subject to tax.
(7) Arranging to perform work in the Host Country, to import personnel, to employ non-indigenous labor, to receive payments and to remove such funds from the country.
(8) Operating under local laws, practices, customs and controls, and with local unions, in connection with hiring and firing, mandatory wage scales, vacation pay, severance pay, overtime, holiday pay, 7th day of rest, legal notice or pay in lieu thereof for dismissal of employees, slowdown and curtailed schedules during religious holidays and ratio of local labor employed in comparison to others.
(9) Possibility of claims in local bureaus, litigation in local courts, or attachment of local bank accounts.
(10) Compliance with workmen's compensation laws and contributions into funds. Provisions of necessary medical service for Contractor employees.

(11) Special license required by the local Government for setting up and operating any manufacturing plant in the Host Country, e.g. concrete batching, precast concrete, concrete blocks, etc.
(12) Sales within the host country of Contractor-owned materials, and equipment.
(13) Special licenses for physicians, mechanics, tradesmen, drivers, etc.
(14) Identification and/or registration with local police of imported personnel.
(15) Stamp tax on documents, payments and payrolls.
(16) Base passes for permanent staff, day laborers, motor vehicles, etc.
(17) Compliance with all customs and import rules, regulations and restrictions, including, but not limited to, local purchase requirements.

LOCAL STANDARDS: Design and installation of systems shall comply with applicable local Kuwait Ministry and Military Engineering Projects (MEP) standards and regulations. Conflicts between criteria and local standards shall be brought to the attention of the Contracting Officer for resolution. In such instances, the Contractor shall furnish all available information with justification to the Contracting Officer.

APPLICABLE PUBLICATIONS AND STANDARDS: All of the electrical installation shall be in accordance with the requirements of (Kuwait) Ministry of Electricity and Water (MEW) R-1 and S-1. Equipment and installation items not covered by these standards shall meet the other applicable US standards below. Conflicts with local codes or standards shall be brought to the attention of the Contracting Officer for resolution. Where specific U.S. standards are listed, equivalent internationally recognized standards, such as BS, DIN or IEC, may be substituted after written approval of the Contracting Officer. It is the responsibility of the Contractor to provide data demonstrating that the proposed standard is equivalent. The use of the latest published standard is acceptable in lieu of the standard listed.

Ministry of Electricity and Water (MEW) R-1:Regulations for Electrical Installations (latest issue)
Ministry of Electricity and Water (MEW) S-1:General Specification for Electrical Installation (latest issue)
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 (2008) National Electrical Code
Kuwait MEW (Ministry of Electricity & Water) R1 & S1 regulations
BRITISH STANDARDS INSTITUTE BS 1363-2 (Jan 1995, Amd 1) 13 A Plugs, socket-outlets & adapters-Specifications for 13 A switched and unswitched socket-outlets
BS 7671 (1997, Amd 2) Requirements for Electrical Installations
INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) Std C2 (2002) National Electrical Safety Code
IEEE Std 141 (1993) Electric Power Distribution for Industrial Plants
IEEE Std 493 (1997) Design of Reliable Industrial and Commercial Power Systems
INTERNATIONAL ELECTRO-TECHNICAL COMMISSION (IEC) IEC 60529 (2001-02, Ed. 2.1) Degrees of Protection Provided by Enclosures (IP Code)
NFPA 101 (2003) Life Safety Code
U.S. ARMY TECHNICAL MANUALS,TM 5-811-1 (1995) Electrical Power Supply and Distribution
IEC 61558-2-5(1997-12) Safety of power transformers, power supply units and similar Part 2.5: Particular requirements for shaver transformers and shaver supply units.

ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS AT MILITARY BASES IN KUWAIT:
(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, the ASG Department of Public Works (DPW) and the requiring activity shall evaluate, upgrade, build, and/or refurbish buildings (to include tents) to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality. All electrical components and wiring shall conform to Kuwait Ministry of Electricity and Water (MEW) standards as well as U.S. National Electric Code (NEC).

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

(1) The minimum requirements of United States National Fire Protection Association (NFPA) 70,
(2) 2008 National Electrical Code (NEC),
(3) American National Standards Institute (ANSI) C2, and
(4) United States National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations, or upgrades with new magnetic ballasts is prohibited.

(f) The following internet links provide access to some of these standards:

UFC: http://65.204.17.188/report/doc_ufc.html
NFPA 70: http://www.nfpa.org
NESC: http://www.standards.ieee.org/nesc

CONTRACTOR HEALTH AND SAFETY:
(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and 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. Specifically, the use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations or upgrades with new magnetic ballasts is prohibited. 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 outlined in the 2008 National Electric Code (NEC).

(b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2008 can be found on the following link http://www.nfpa.org.

SAFETY OF FACILITIES, INFRASTRUCTURE AND EQUIPMENT FOR MILITARY OPERATIONS:
(a) Definition. Discipline Working Group, as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with Unified Facilities Criteria (UFC) 1-200-01 for--

Fire protection;
Structural integrity;
Electrical systems;
Plumbing;
Water treatment;
Waste disposal; and
Telecommunications networks.

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

(End of Clause)

I-213 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcma.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

I-214 252.225-7997 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN (DEVIATION 2010-O0014) AUG/2010

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

(1) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or a contingency operation); or

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

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

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

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

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

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

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

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

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

(d) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at (800) 424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(End of clause)

I-215 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE FEB/1993
LOCAL

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

I-216 52.216-4592 TASK AND DELIVERY ORDER OMBUDSMAN JUN/2011
(ACC-RI)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors regarding fair opportunity to be considered for task and/or delivery orders under multiple award contracts. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the contracting officer, source selection official or program manager. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the appointed task and delivery order ombudsman at U.S. Army Sustainment Command, ATTN: AMSAS-GCB/Task and Delivery Order Ombudsman, Rock Island, IL 61299, phone: (309)782-7287, facsimile: (309)782-8469.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

(IS7080)

I-217 252.219-7012 DOD MENTOR-PROTEGE PROGRAM NOV/2005

a. This clause does not apply to small business concerns.

b. Utilization of the Pilot Mentor-Protege Program is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

c. Mentor firms are encouraged to identify and select concerns that are defined as emerging small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, or an eligible entity employing the severely disabled.

d. Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/, http://sellingtoarmy.info/, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(End of clause)

(IS7100)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRLS)	29-NOV-2010	006	
Attachment 0001	PAST PERFORMANCE QUESTIONNAIRE	14-DEC-2010	006	
Attachment 0002	CONTRACT PARTICIPATION MATRIX	17-MAY-2011	001	
Attachment 0003	PARTNERING FOR SUCCESS GUIDE	03-MAR-2011	081	
Attachment 0004	ORDERING GUIDELINES	21-DEC-2010	007	
Attachment 0005	INVESTIGATIVE REQUIREMENTS TABLES	19-JUL-2011	002	
Attachment 0006	SAMPLE ORDER	20-JUL-2011	030	
Attachment 0007	CORPORATE CAPABILITIES RESOURCES TABLE	20-JUL-2011	002	
Attachment 0008	DD254	16-FEB-2011	010	

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/VFFARA.HTM or http://farsite.hill.af.mil/VFDFARA.HTM or http://farsite.hill.af.mil/VFAFARa.HTM

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

	Regulatory Cite	Title	Date
K-1	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION	AUG/2009
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-3	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-4	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-5	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-6	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	MAY/2011

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 334220.

(2) The small business size standard is 750 Employees.

(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 clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification 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 ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) 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 $67,826, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran -- Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.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 paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying
change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K-7 52.207-4 ECONOMIC PURCHASE QUANTITY-SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

_____
_____
_____
_____

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Governments requirements indicate that different quantities should be acquired.

(End of Provision)

K-8 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS JAN/2011

(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:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or

(c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at http://www.ccr.gov (see 52.204-7).

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

(End of provision)

K-9 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUG/2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

[ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

[ ] (v) The facility is not located within any State of the United States or its outlying areas.

(End of Provision)

K-10 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION OCT/2008

Note: This notice does not apply to small businesses or foreign governments.
This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of $650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offerors 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 subparagraph (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 subparagraph (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)

K-11 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) MAY/2010

Substitute the following paragraph (d) for paragraph (d) of the provision at FAR 52.204-8.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at https://orca.bpn.gov/. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Clause)

K-12 252.225-7020 TRADE AGREEMENTS CERTIFICATE (DEVIATION 2009-O0007) JUL/2009

(a) Definitions. "Designated country end product," "nondesignated country end product," "qualifying country end product," "SC/CASA state," "SC/CASA state end product," and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement, except that SC/CASA state end products will be treated the same as qualifying country end products; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, SC/CASA state, or designated country end products unless--

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Governments requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2)(ii) of this provision, is a U.S.-made, qualifying country, SC/CASA state, or designated country end product.

(2)

(i) The following supplies are SC/CASA state end products:

(Line Item Number)	(Country of Origin)
_____	_____
_____	_____
_____	_____

(ii) The following are other nondesignated country end products:

(Line Item Number)	(Country of Origin)
_____	_____
_____	_____
_____	_____

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO 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/VFFARA.HTM or http://farsite.hill.af.mil/VFDFARA.HTM or http://farsite.hill.af.mil/VFAFARa.HTM

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

	Regulatory Cite	Title	Date
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT/2009
L-6	52.216-27	SINGLE OR MULTIPLE AWARDS	OCT/1995
L-7	52.216-29	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS -- NON COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION	FEB/2007
L-8	52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	OCT/2000
L-9	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-10	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-11	52.232-14	NOTICE OF AVAILABILITY OF PROGRESS PAYMENTS EXCLUSIVELY FOR SMALL BUSINESS CONCERNS	APR/1984
L-12	52.237-1	SITE VISIT	APR/1984
L-13	52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT/1997
L-14	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION WITH OFFER	OCT/2010
L-15	252.234-7001	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM	APR/2008
L-16	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [X] DX rated order; [X] DO rated order (will be determined at the delivery order level); 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-17	52.215-3	REQUEST FOR INFORMATION OR SOLICITATION FOR PLANNING PURPOSES	OCT/1997

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

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

(c) This solicitation is issued for the purpose of: Market Research

(End of Provision)

L-18	52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE III (OCT 1997)	OCT/1997

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the

information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory
format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: See Section L Narrative

(End of clause)

L-19 52.216-1 TYPE OF CONTRACT APR/1984

The Government contemplates award of a Firm-Fixed-Price, Cost Reimbursement, and Time and Materials multiple award Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

L-20 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 Sharla M. Stalder, 309-782-6556, sharla.stalder@us.army.mil.

(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-21 252.237-7024 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES OCT/2010

(a) Definitions. Essential contractor service and mission-essential functions have the meanings given in the clause at 252.237-7023, Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in attachment (TBD at delivery order level), Mission Essential Contractor Services, dated (TBD at delivery order level), during periods of crisis. The offeror shall--

(1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) Address in the plan, at a minimum --

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified ``essential contractor service'' personnel; and

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(End of provision)

L-22 52.211-4510 PARTNERING FEB/2010
(RICC)

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor, and its major subcontractors engage in the Partnering process.
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(b) Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between government and industry to work cooperatively as a Team to identify and resolve problems and facilitates contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.
\~
(c) After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.
\~
(d) The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.
\~
(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process (see Attachment 0003), as well as the principles and procedures set forth in the AMC Partnering Guide. The principal government representatives for this effort will be 1) Dean Brabant, Contracting Officer 2) Benjamin Siltman, Contract Specialist 3) Joseph Bruggeman, Contract Specialist.\~

(End of provision)

(LS6100)

L-23 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or http://farsite.hill.af.mil/VFAFARa.HTM

L-24 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

L-25 952.228-0002 (C3) DEFENSE BASE ACT INSURANCE RATES - LIMITATION - FIXED-PRICE CONTRACTS APR/2011

(a) The U.S. Army Corps of Engineers (USACE) has entered into a contract with CNA Insurance to provide all Defense Base Act (DBA) insurance to USACE, C3 and 408th CSB contractors and subcontractors at a contracted fixed rate. Compute total compensation or total payroll, (salary, plus overseas recruitment incentive and post differential, but excludes per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances) to be paid to employees who will be covered by DBA insurance. The fixed rates for this insurance are as follows:

Service	$ 3.50 per $100 of employee remuneration
Construction	$ 4.25 per $100 of employee remuneration
Aviation	$17.00 per $100 of employee remuneration
Security	$10.00 per $100 of employee remuneration

(b) Labor Category/Job Classification Definitions:

SERVICE: "White-collar" workers providing IT, engineering/consulting services, and restaurant services. Security consultants are included in this category if they are only providing risk assessment services and no form of armed protection.

CONSTRUCTION: "Blue-collar" workers providing services such as carpentry, electrical, plumbing, mechanical, concrete/asphalt, de-mining, roofing, landscaping, janitorial, trash removal, Port-a-John/ septic cleaning, pest exterminating, auto repair/dismantling, drivers/couriers, and heavy equipment operation and maintenance. Construction site supervisors/managers and life support service providers are included in this category as well as all Unskilled and Manual Labor Day Laborers.

SECURITY: Personal Security Detail (PSD) and Static or Convoy Guarding of property or personnel.

AVIATION: Pilot and Crew of any aircraft, excluding ground personnel who provide maintenance or services and stay on the ground.

(c) Compute the cost of DBA insurance by utilizing the spaces provided below for the base period and whatever extension there may be thereafter, if applicable.

1. Compensation of Covered Employees : _____
   (Total Payroll Not total Contract Value) Ex: if total payroll is $100K

2. Applicable DBA rate: _____
   (Use appropriate Rate) Ex: If a service, the rate is $3.50/

$100 or 3.5%

3. Total DBA COST: _____
(Amount of DBA Premium) Ex: $100K multiplied by 3.5% is $3.5K

(d) Bidders/Offerors shall include a statement as to whether or not local nationals or third country nationals will be employed on the resultant contract.

(e) Use of the coverage under the USACE contract with CNA is mandatory for the prime contractor and all subcontractors at any tier. CNA Insurance is utilizing Rutherfoord International as their managing broker. The point of contact (POC) is Nikki Houngmany, (703)813-6571 usace@rutherfoord.com. The alternate POC is Sara Payne, Senior Vice President, (703)813-6503 sara.payne@rutherfoord.com.

(End of Provision)

L-26 952.228-0003 (C3) DEFENSE BASE ACT INSURANCE RATES -- LIMITATION -- COST-REIMBURSEMENT, LABOR-HOUR, AND TIME-AND-MATERIALS CONTRACTS APR/2011

(a) The U.S. Anny Corps of Engineers (USACE) has entered into a contract with CNA Insurance to provide all Defense Base Act (DBA) insurance to USACE, C3 and 4081h CSB contractors and subcontractors at a contracted fixed rate. Compute total compensation or total payroll, (salary, plus overseas recruitment incentive and post differential, but excludes per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances) to be paid to employees who will be covered by DBA insurance. In preparing its cost proposal, the offeror shall use the following fixed rates in computing the cost for DBA insurance:

Service	$ 3.50 per $100 of employee remuneration
Construction	$ 4.25 per $100 of employee remuneration
Aviation	$17.00 per $100 of employee remuneration
Security	$10.00 per $100 of employee remuneration

(b) Labor Category/Job Classification Definitions:

SERVICE: "White-collar" workers providing IT, engineering/consulting services, and restaurant services. Security consultants are included in this category if they are only providing risk assessment services and no form of armed protection.

CONSTRUCTION: "Blue-collar" workers providing services such as carpentry, electrical, plumbing, mechanical, concrete/asphalt, de-mining, roofing, landscaping, janitorial, trash removal, Port-a-John/septic cleaning, pest exterminating, auto repair/dismantling, drivers/couriers, and heavy equipment operation and maintenance. Construction site supervisors/managers and life support service providers are included in this category as well as all Unskilled and Manual Labor Day Laborers.

SECURITY: Personal Security Detail (PSD) and Static or Convoy Guarding of property or personnel.

AVIATION: Pilot and Crew of any aircraft, excluding ground personnel who provide maintenance or services and stay on the ground.

(c) Bidders/Offerors shall include a statement as to whether or not local nationals or third country nationals will be employed on the resultant contract.

(d) Should an offeror compute or include a higher DBA insurance rate, the rate shall be disallowed.

(e) Use of the coverage under the USACE contract with CNA is mandatory for the prime contractor and all subcontractors at any tier. CNA Insurance is utilizing Rutherfoord International as their managing broker. The primary point of contact (POC) is Nikki Houngmany. (703)813-6571 usace@rutherfoord.com. The alternate POC is Sara Payne, Senior Vice President, (703)813-6503 sara.payne@rutherfoord.com.

(End of Provision)

L-27 52.214-4584 LOCAL HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS JAN/2011

(a) Should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the Army Contracting Command, Rock Island Contracting Center, Bid, Quote and Proposal Receiving Area, (309) 782-8046/3218/8691. If there is no answer on either of these extensions, the attendant should call (309) 782-6895 to reach an alternate point of contact. If you use a delivery service, it is your responsibility to ensure they are provided these instructions.

(b) Deliveries made between 3:30 p.m. and 4:00 p.m. CT will be handled by the Police Officer at the Moline entrance gate. The Police Officer will call the Army Contracting Command, Rock Island Contracting Center, Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal.

(c) Delivery is to be made to Building 60, 2nd Floor, Southwest Bay near the Southwest Elevator, "Bid, Quote, and Proposal Receiving Area", (309)782-8046/3218/8691.

(d) Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

(e) In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids". Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

L-28 52.215-4583 DISCLOSURE OF UNIT PRICES FEB/2004
LOCAL

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

L-29 52.233-4503 AMC-LEVEL PROTEST PROGRAM DEC/2010

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the Contracting Officer) to:

HQ, Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
9301 Chapek Rd 2-1SE3401
Fort Belvoir VA 22060-5527

Facsimile number (703) 806-8866/8875
Voice Number (703) 806-8762

Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command
Office of Command Counsel
Room 2-1SE3401
1412 Jackson Loop
Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

www.amc.army.mil/pa/commandcounsel.asp

If Internet access is not available, contact the Contracting Officer or HQ, AMC Office of Command Counsel at (703) 806-8762 to obtain the AMC-Level Protest Procedures.

(End of provision)

L.1 PROPOSAL SUBMISSION INSTRUCTIONS

L.1.1 GENERAL. The Offerors proposal shall be signed and submitted by an individual having authority on behalf of the Offeror to enter into a contract based on the submitted proposal. The Offerors proposal shall be written in the English language and conform to the instructions below. The proposal shall be valid for a period of not less than 180 days from the required submission date. The validity period of the Offerors proposal shall be clearly stated in Volume 5 - Solicitation, Offer and Award Documents and Certifications/ Representations. Based on the RFP requirements, the Offeror shall submit a proposal in accordance with these Proposal Submission Instructions.

L.2 PROPOSAL PREPARATION & ORGANIZATION

L.2.1 INTRODUCTION

L.2.1.1 In accordance with FAR clause 52.215-1, Instructions to Offerors - Competitive Acquisition (Jan 2004), the Government reserves the right to award without discussions with Offerors. Offerors are cautioned to examine this solicitation in its entirety and to ensure that their proposal contains all necessary information, provides all required documentation, and is complete in all respects. However, the Government reserves the right to conduct discussions and to permit Offerors to revise their proposals, if deemed necessary by the PCO.

Each Offeror shall submit only one proposal that addresses all Government requirements outlined in the solicitation. The Offerors proposal shall consist of five volumes. The Volumes are as follows:

a. Volume 1 - Technical

b. Volume 2 - Past Performance

c. Volume 3 - Cost

d. Volume 4 - Small Business Participation

e. Volume 5 - Solicitation, Offer and Award Documents and Certifications/Represenations.

Files shall not contain classified data. The use of hyperlinks in proposals is prohibited.

L.2.1.2 Proposals shall be delivered or mailed to the addresses below. No email or facsimile submissions will be accepted. If the information is being hand carried to ACC-RI, refer to clause 52.214-4584, Hand-Delivered Bids, Quotes, or Proposals (L-29).

See Table 1.1, below paragraph L.1.3.2.2, for the number of both hard and electronic copies of the proposal that shall be mailed to the address below:

U.S. Army Contracting Command - Rock Island Contracting Center
ATTN: CCRC-DC / Benjamin R. Siltman
Bldg 60 2nd Floor
1 Rock Island Arsenal
Rock Island, IL 61299-8000

L.2.1.3 Late Submissions. Offers, modifications, revisions, or withdrawals of offers will be in accordance with FAR 52.215-1. No emailed or facsimiled submissions will be permitted unless specifically stated. Reference FAR 52.215-1(c), Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be considered unless a) it is received before award is made, AND b) the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; AND c) there is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Governments control prior to the time set for receipt of offers, or was the only proposal received. However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and

may be accepted. The Offeror alone bears the responsibility for ensuring that the entirety of its proposal submissions is received in a timely manner.

L.2.1.4 Communications

L.2.1.4.1 Formal Communications. The solicitation, amendments, notices, and other information will be made available on FEDBIZOPPS at http://FBO.gov.

L.2.1.4.2 Should an amendment be issued against the solicitation, the Offeror shall acknowledge by signing the Standard Form (SF) 30 entitled Amendment of Solicitation/Modification of Contract and include it in the proposal submission, Volume 5.

L.2.1.4.3 All questions pertaining to this solicitation shall be addressed to the Contracting Officer, Dean C. Brabant at dean.c.brabant.civ@mail.mil and to the Contract Specialist, Benjamin R. Siltman, at benjamin.r.siltman.civ@mail.mil, and shall be submitted not later than (See Continuation Page of the SF 33). The Government is not obligated to provide responses to all questions submitted by Offerors, but will consider them and incorporate changes into the RFP as deemed necessary. Government responses to questions will be posted at www.fbo.gov for review by all Offerors. Therefore, questions/comments shall not be marked with a restrictive legend and shall not include proprietary information.

L.2.1.4.4 When submitting questions and comments, please refer to the specific text of the RFP in the following format:

Subject: RFP No. W52P1J-11-R-0018

Reference: RFP Section ___, Paragraph(s) ____, Page(s) ____.

It is preferred that only one set of questions be submitted by each Offeror instead of multiple sets of questions.

L.2.1.4.5 Offerors are advised to continuously monitor the FEDBIZOPPS website for new information. The Offerors are deemed to have knowledge of all documents that are posted to FEDBIZOPPS.

L.2.1.4.6 The Acquisition Source Selection Interactive Support Tool (ASSIST) Tool will be used during the Source Selection evaluation process. The Army may issue Evaluation Notices (ENs) for this procurement via ASSIST. If discussions are conducted with Offeror(s) in the competitive range, the Government intends to use ASSIST to conduct discussions. ASSIST will allow Offeror(s) to receive and respond to ENs securely on-line.

L.2.1.4.7 The Interactive Business Opportunity Page (IBOP) is used in conjunction with the ASSIST tool for the purposes of having secure exchanges with the Offerors. No later than two weeks before the proposal due date, each company expecting to submit a proposal in response to this RFP is required to register via the Interactive Business Opportunities Page (IBOP) (https://abop.army.mil). This IBOP account/login information will be used to access a dedicated URL, provided as required, for the purpose of conducting secure exchanges with the Government. Directions for navigating this Internet site are contained in a User Guide located at the Help Support link on the Navigator button or contact the IBOP help desk for assistance at 609-562-7050.

L.2.1.4.8 Offeror(s) are required to provide two (2) company individuals whose responsibilities will include reading and responding to ENs through ASSIST. For example, the Offeror's Contract Manager, as an agent of the company might be the main agent responsible, but a second agent should be available in case of the main agent's unavailability. The two (2) agents' names, company titles, telephone numbers, facsimile numbers, and e-mail addresses should be provided. This required information is to be submitted with proposals and included in the cover letter for Authorized Offeror Representatives. In order to access ASSIST, these individuals will need an Interactive Business Opportunities Page (IBOP) username and password. Once the company representatives are provided access to ASSIST, your company will be informed of the specific website where your agent(s) will receive and respond to the ENs. Offerors are cautioned that receipt of the website does NOT constitute official notice that a competitive range determination has been made and that a particular Offeror remains in the competitive range. The intent of this section is to advise Offeror(s) that they may be receiving EN questions on-line if they remain in the competitive range and the Government decides to conduct discussions.

L.2.1.4.9 During the evaluation process, the Government may, at its discretion, enter into clarifications or communications as needed. The Government need not enter into communications or clarifications with all Offerors. In evaluating the proposals, the Government may establish a Competitive Range to reduce the Offerors participating in the competition to the most highly rated proposals. Any Offeror eliminated from further consideration will be notified officially in writing.

L.2.1.4.10 Discussions: If the Government enters into discussions, it will be with those Offerors considered to be within the Competitive Range. During the negotiation process all proposal revisions must be submitted electronically in MS Word track changes format and accompanied by a complete electronic resubmission of the electronic file.

L.3 PROPOSAL FILES.

L.3.1 Format.

L.3.1.1 The submission shall be clearly indexed, logically assembled and comply with the instructions contained in Section L. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. A Table of Contents shall be created using the Table of Contents feature in MS Word. The title page and table of contents are excluded from the page limitations specified in Table 1.1. MS Word (.doc) files shall use the following page set-up parameters:

Margins Top, Bottom, Left, Right 1.0
Gutter 0
From Edge Header, Footer - 1.0
Page Size, Width 8.5
Page Size, Height 11

L.3.1.2 The following additional restrictions apply:

a. Paragraphs shall be separated by at least one blank line.

b. A standard, 10-point minimum font size applies.

c. Arial or Times New Roman fonts are required.

d. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape.

e. Tables and illustrations should be labeled or titled, and referenced.

f. Tables, charts, figures, etc. should be used for tabular type data. It should not be used to capture narratives. Narratives are more appropriately placed in the body of the proposal.

g. Any text, tables, charts, figures, etc. that do not comply with the above restrictions will not be considered and therefore not evaluated.

h. Offerors shall ensure that the print for the entire proposal is easily readable without magnification. If it is unreadable, it will not be included as part of the evaluation.

L.3.1.3 Digital files shall be compatible with Microsoft (MS) Office 2007. Each Offeror shall add their respective company name to the file names listed in Table 1.1, i.e. Company Name V1A1.docx

L.3.1.4 MS Excel worksheets are considered one page each for page count purposes. MS Project GANTT/PERT charts are excluded from the page count restrictions.

L.3.1.5 Foldouts (pages larger than 8 1/2 x 11, but not greater than 11 x 17, if needed for clarification, may be included within the volumes and will not be included in the page counts. Foldouts shall not exceed five per volume. Any foldouts exceeding this limit will not be considered. Foldouts (i.e., diagrams, charts, graphs) shall not be used as a substitute for narrative text.

L.3.2 File Packaging

L.3.2.1 To be considered for selection, the Offeror must submit a complete response to this solicitation using the sequence and format instructions provided in this section. The proposal shall be divided into separate volumes and provided with the number of copies specified below in Table 1.1. Each hard-copy volume shall be submitted in a separate three-ring binder with the Offeror's name, solicitation number, and volume number on the spine of the binder. For the submission, each volume shall be in uncompressed files submitted on CD-ROM. A separate CD-ROM shall be submitted for each volume with a label identifying the Offeror's name, solicitation number, date of submission, and the proposals volume number affixed to each of the CDs and the CD cover.

L.3.2.2 Offerors are hereby notified that the content of electronic (CD-ROM) copies of the proposal must be identical to the hard 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. This does not apply to Volume 3, Cost Proposal, pricing spreadsheets. See paragraph 5.4.5.1. Self-extracting .exe files will not be acceptable.

Table 1.1

Volume/Attachment Title	File Name	Number of hard copies	Number of electronic copies	Max Number of Pages
Volume 1 Technical Proposal			1	
Sample Order	V1A1			65
Attachment to Sample Order	SO Schedule			Req'd
Performance Capability and Resources	V1A2			50
Attachment 1 to Volume 1 Cross Reference Matrix	V1A2a.			
Management	V1A3			25
Volume 2 Past Performance	V2	2	1	
Volume 3 Cost Proposal	V3	3	1	As Req'd
Attachment 1 to Volume 3 CTS Cost Proposal	CTS sfd Cost			As Req'd
Volume 4 Small Business Participation	V4	2	2	As Req'd
Volume 5 Solicitation Offer and Award Document and Certifications/ Representations	V5	1	1	As Req'd

L.3.3 PAGE COUNT. Those pages that exceed the page counts in Table 1.1 for each volume will not be evaluated.

L.4 PROPOSAL CONTENT

L.4.1 GENERAL

L.4.2 WRITTEN PROPOSAL PREPARATION & ORGANIZATION.

L.4.2.1 The Offeror's proposal shall be submitted in separate volumes as set forth in Table 1.1. All information pertaining to a particular volume shall be confined to that volume. (For example, all cost/price information shall appear in Volumes 3, 4 and 5.) To minimize proposal size, duplication of statements within a proposal volume may be avoided by referencing that statement's location after it appears in full text for the first time. Offerors should confine their submissions to essential matters, sufficient to define the proposal and to provide an adequate basis for evaluation. The Offeror must not merely re-state the requirements stated in the RFP, but must provide narrative evidence in support of any statements relating to promised capabilities or performance. Unsupported statements to comply with the contractual requirements will not be adequate.

L.4.2.2 No classified material shall appear anywhere within the proposal.

L.4.2.3 No cost/price information shall be presented in any part of the proposal except Volume 3 (Cost), Volume 4 (Small Business Participation), and Volume 5 (Firm-Fixed Price for the website).

L.4.2.4 Each volume shall consist of a title page, a table of contents, and a body. The title page shall contain the title of the volume, name of the Offeror, and date of submission.

L.4.2.5 The Table of Contents shall include references to the proposal page number and paragraph of all major items.

L.4.2.6 Consecutive page numbering within each Volume is required. Paragraphs shall be numbered and titled.

L.5 VOLUMES:

L.5.1 VOLUME 1 TECHNICAL

L.5.1.1 Sample Order (Subfactor 1). Offeror shall provide their proposed approach to the Sample Order (Section J Attachment 0006). In addressing the Sample Order, the Offeror is required to ensure the following information is provided in the narrative section (page limit as specified in Table 1.1):

L.5.1.1.1 Executive Summary: Summarize the Offerors proposed execution of and solution to the Sample Order (Attachment 0006 in Section J).

L.5.1.1.2 Technical Approach: The Offeror shall provide a narrative description detailing the Offerors complete technical approach utilized to provide the turn-key solution to the sample Order. The solution shall be in accordance with the PWS (Section C) unless otherwise excepted within the Sample Order and address system architecture, systems engineering and analysis, material procurement, equipment and system installation, integration, test and evaluation, modeling and simulation, certification, facility and site preparation, outside plant trenching, logistics, operations, maintenance, software support, information operations and assurance support, training, documentation, tools and processes proposed. Diagrams will be included in the page limitation for the Sample Order. The offeror shall describe its plans to integrate functional and operational activities in the most technically proficient and cost-effective manner.

L.5.1.1.3 Management of the Sample Order: The Offeror shall provide a narrative description detailing its comprehensive plan used to manage the entire Order, to include systems, processes, procedures and performance metrics. The narrative shall include:

a. A description of the processes and procedures which will be used to monitor and control cost and assure timely and complete submission of all deliverables required by the PWS.

b. The Offeror shall define the division of work between the prime contractor and its subcontractors. If the prime is a joint venture, the Offeror shall also describe the division of work between the joint venture members as well as the work subcontracted to other organizations. The division of work description shall include a quantitative value (value must be a percentage not a dollar value) of the breakdown of work each organization within the team is performing. The Offeror shall describe how it will communicate with and between all team members. (Team is defined as the prime contractor, whether organized as a joint venture or a single organization, and its major subcontractors).

c. The Offerors approach to providing Quality Assurance, Safety and Security for the Sample Order.

L.5.1.1.4 Assumptions: The Offeror shall provide a narrative list of all assumptions made in its response to the Sample Order. The Offeror shall include an unpriced Basis of Estimate (BOE) with sufficient detail that explains the methodology, rationale and assumptions used to estimate the direct resources (labor, material, travel, and Other Direct Costs).

L.5.1.1.5 Risks: The Offeror shall identify areas they consider to be high risk and provide narrative details and examples of how the Offeror plans to manage those risks and provide a complete plan to mitigate the identified risks to the Government.

L.5.1.1.6 Schedule: The Offeror shall provide a detailed schedule in Microsoft (MS) Project depicting the complete schedule for the Sample Order. The offeror shall provide an electronic copy of the MS Project file with the electronic version of their proposal as well as a hard copy with the hard copy version of their proposal. The schedule is not counted in the page limitation for the Sample Order.

L.5.1.2 Performance Capability and Resources (Subfactor 2). The Offeror shall address their corporate capability to provide the hardware and services required by individual Orders pursuant to the general requirements specified in the CTS Performance Work Statement (PWS) paragraph 3.3 and all subparagraphs. The Offeror shall address the following:

L.5.1.2.1 The Offerors capability to support contingencies, deployments, exercises, and other emergencies.

L.5.1.2.2 The Offeror shall detail the roles and responsibilities of each of its team members. For joint ventures, the Offeror shall address the organizational structure of the joint venture and the roles and responsibilities of each joint venture affiliate. The Offeror shall utilize Table 1, Corporate Capability Resources (Attachment 0007 in Section J) of this document to identify prime (including joint venture affiliates) and major subcontractor relevant capabilities.

L.5.1.2.3 Security Requirements. The Offeror shall state how they currently meet or plan to meet the Security requirements of this contract as found in 3.1.3 of the PWS (Section C of this solicitation) and in accordance with the DD Form 254, Department of Defense Contract Security Classification Specification, found in Section J of this solicitation and the DoDD 5220.22, National Industrial Security Program Operating Manual. Specifically, Offerors must provide proof of a current U.S. Facility Clearance at the TOP SECRET level, TOP SECRET safeguarding capability and an established COMSEC account. This TOP SECRET facility clearance, TOP SECRET safeguarding capability and COMSEC account requirement applies to affiliates, team members, subcontractors, etc. that will require access to classified information. For those Offerors

submitting a proposal as a newly formed partnership, joint venture, or limited liability company, the requirement for a current TOP SECRET facility clearance, TOP SECRET safeguarding capability and COMSEC account can be satisfied through the submittal of documentation evidencing the fact that all of the partners or member companies of the partnership, joint venture, limited liability company, etc., currently possess the required TOP SECRET facility clearance, TOP SECRET safeguarding capability and COMSEC account, or at a minimum, those entities requiring access to classified information possess a current TOP SECRET facility clearance, TOP SECRET safeguarding capability and COMSEC account. If the Offeror does not currently possess one or any of these, they shall provide a narrative plan describing how they will obtain them prior to contract award. Offerors currently possessing a TOP SECRET facility clearance, TOP SECRET safeguarding capability and COMSEC account at the time of proposal submission shall provide such evidence in Volume 5 of this solicitation.

L.5.1.3 Management (Subfactor 3) The Offeror must identify the Accounting, Estimating, Billing, Property, Purchasing, or any other business systems it will use to support CTS. The Offeror must describe how they will integrate and use these systems to track costs, subcontracts, equipment, personnel, and changes in requirements. Also describe the companys policy to perform compliance reviews to ensure employees are trained in the systems and to ensure that they are performing in accordance with the corporate business systems policies and procedures.

L.5.1.3.1 The Offeror must identify whether the systems to be used on CTS have been approved or determined compliant by DCAA or DCMA, or are in the process of becoming approved/compliant. If corrective action plans are established, discuss the companys performance status against these corrective action plans.

L.5.1.3.2 The Offeror must also provide its management approach to cost control, Supply Chain Management, and subcontract management.

L.5.1.3.3 The Offeror shall present its procedures for managing cost in a multiple delivery order environment. Identify how it will oversee costs at the subcontract level. Identify how it will integrate its business systems with other internal procedures to insure accurate, timely identification of cost problems that can occur in multiple, rapid contingency situations.

L.5.1.3.4 Offeror shall describe their plan to track the performance and cost of multiple subcontractors at any tier and vendors on multiple simultaneous delivery orders in a contingency environment. The Offeror shall also identify how it will incentivize subcontractor performance and cost control. The Offeror shall describe how it intends to subcontract in a manner that will provide the Government high confidence that actual resource usage and costs will be in line with those proposed.

L.5.1.3.5 The offeror shall discuss its approach to meeting environmental requirements for transportation, storage and operations in a contingency environment.

L.5.1.3.6 Quality Assurance (QA) System. The proposal will include a narrative delineating the proposed approach to implementing and managing a QA system. The proposal shall address the development and implementation of a complete and comprehensive QA system to support performance of the contract. Outlines or rough drafts without substantive detail are not sufficient. The proposal shall explain how: quality, schedule, cost, and performance will be achieved and/or exceeded; the establishment of sufficient oversight to effectively manage and integrate systems will be provided; and the flow-down process of the QA system to subcontracts will be implemented to ensure consistency.

L.5.1.4 The Technical Volume shall include a detailed cross reference outline as shown below correlating applicable proposal submission requirements to proposal paragraphs.

Technical Volume Cross Reference Outline
EXAMPLE

Section L Paragraph	PWS Reference	Proposal	Paragraph
5.1.1	3.3.1.1	Volume 1	2.4
5.1.2	3.3.1.1	Volume 1	2.6
5.1.1.1	3.3.1.3	Volume 1	3.1
5.1.1.3	3.3.1.4	Volume 1	4.4

L.5.2 VOLUME 2 PAST PERFORMANCE

The Past Performance Factor, as used in this solicitation, assesses the degree of confidence the Government has that an Offeror will successfully perform to the solicitation requirements based the Offerors record of relevant past and current contract performance.

L.5.2.1 Volume 2 shall contain the Offerors:

L.5.2.2 Contract References: The Offeror shall submit with its initial proposal contract references representing their recent, relevant performance under Government (Federal, state, local) and/or commercial contracts. The Offeror shall submit no more than eight (8) contract references.

L.5.2.3 Recent Contracts are defined as prime contracts, task orders, delivery orders, or subcontracts where services or deliverables were performed, or still being performed, anytime within three (3) years of issuance of this Request for Proposal (RFP). The Government reserves the right to consider any significant past performance after the solicitation closing date and prior to award.

L.5.2.4 Relevant means performance that demonstrates the Offeror has successfully performed or is currently performing on contracts/task/delivery orders that encompass the production and integration of communications equipment systems and the associated services that are the same or similar in complexity and technology as addressed in the CTS PWS. The following descending order of relevancy will apply:

a. Very Relevant: The level of performance encompassed all the supplies and/or services; or was essentially the same as the scope and magnitude of effort and complexities of the PWS; and supported systems for DoD.

b. Relevant: The level of performance encompassed most of the supplies and/or services; or was similar to the scope and magnitude of effort and complexities of the PWS; and supported systems for other branches of the Federal Government.

c. Somewhat Relevant: The level of performance encompassed some of the supplies and/or services; or was similar to the scope and magnitude of effort and complexities of the PWS; and supported systems for state, or municipal governments, or major corporations.

d. Not Relevant: The level of performance encompassed few or none of the supplies and/or services; or was not similar to the scope and magnitude of effort and complexities of the PWS; and did not support a system for DoD, other branches of the Federal Government, DoD, state, or municipal governments, or major corporations.

The degree to which contracts are of a comparable complexity to the proposed effort may also be considered in determining relevance.

The in-house performance of the referenced contracts may be considered of greater relevance and a greater predictor of success than the outsourcing of such services.

L.5.2.5 The following information is required with respect to each contract reference:

a. Contract Number: (include task/delivery order number in the case of Indefinite Delivery, GSA, or BPA type contracts)

b. Identify if contract is predominately Hardware (Supply) or Service related:

c. Describe the type of Supplies and/or Service(s) or deliverables provided under the contract to include a description of the contracts relevance to the current procurement,

d. Award date, start work date, and completion of contract performance date,

e. Contract award value, current value, and final projected value,

f. Contract Type (fixed price, cost reimbursable, time and materials, etc),

g. Provide the percent of the contract subcontracted or outsourced,

h. Location of performance.

L.5.2.6 For work performed as:

L.5.2.6.1 Subcontractor, provide the name of the prime contractor (DUNS & CAGE), point of contact within the prime contractor organization with their name, job title, current address, e-mail address, telephone and fax numbers).

L.5.2.6.2 Prime contractor, provide the customer and mailing address, points of contact, including job titles, telephone and fax number and email addresses

L.5.2.6.3 Government contractor, provide the contracting activity name, address, Procurement Contracting Officer's and/or the Administrative Contracting Officers name, e-mail address, and telephone and fax numbers to include the Government technical representative/Contracting Officer Representative (COR), and current e-mail address, telephone and fax numbers.

L.5.2.7 The contract information to be provided with each contract reference is on the attached Past Performance Questionnaire. (Attachment 0001 in Section J). Offerors are required to complete a separate questionnaire for each contract reference. Ensure that all point(s) of contact, including names, job titles, telephone and fax numbers, and email addresses are listed on the questionnaire. The survey questionnaires are to be provided to the government, which will decide which reference(s) to survey. The government may elect to send the questionnaire or interview the selected reference(s).

L.5.2.8 Subcontractor Performance References: If the Offeror intends to subcontract in excess of 20% of the estimated Sample Order value to a single contractor or if a subcontractor is considered critical to performance of the contract, the Offeror shall identify the proposed subcontractor(s). For each identified subcontractor, submit no more than five (5) recent and relevant contract references. The contract information as required for the Offeror's contract references shall also be provided for the subcontractor contract references.

L.5.2.9 For each subcontractor, the Offeror shall include a release statement authorizing the Government to evaluate the subcontractors past performance. The Offeror shall include in its proposal the written consent of its proposed subcontractor(s) allowing the government to discuss the subcontractor's past performance evaluation with the Offeror during negotiations. A copy of this release shall also be included in Volume 5.

L.5.2.10 Adverse Contract Performance: In addition to the above contract references, the Offeror shall identify every relevant contract it was awarded that experienced any performance problems related to deliverables or services; and every recent contract that was terminated, in whole or in part within the past three (3) years of issuance of this Request for Proposal (RFP). The number of contract references provided in response to this paragraph is unlimited.

L.5.2.11 Other Contracts: In addition to the above contract references, the Offeror shall identify every contract it was awarded that experienced any performance problems related to deliverables or services; and every recent contract that was terminated for default, in whole or in part within the past three (3) years of issuance of this Request for Proposal (RFP).

L.5.2.12 For any contract falling under the descriptions above, provide all of the information listed in the preceding paragraph, plus:

a. Provide a copy of any cure notices or show cause letters received,

b. Provide a copy of any Contract Deficiency Report (CDR),

c. Identify reason for any termination,

d. State any corrective actions taken to avoid recurrence,

e. Describe the extent to which the corrective action has been successful, identifying points of contact who can confirm the success of the corrective measures,

L.5.2.13 Describe in detail any performance problems that include internal/external customer complaints and/or CDRs.

NOTE: The number of contract references provided in response to this paragraph is unlimited.\~If there are no contracts meeting the description above, the Offeror must so state that.

L.5.2.14 New Corporate Entities: 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 in detail the role performed by such persons in the prior contracts cited. Information shall be included as described in the paragraphs above.

NOTE: The Government reserves the right to use data provided in the Offerors proposal and data obtained from other sources. To ensure inclusion of all references in the evaluation process, the Offeror is encouraged to provide the Government with the most current data on each reference. Please note that references provided on classified contracts cannot be verified. Also, it is recommended that Offerors limit references to those involving its performance as a prime or first tier subcontractor unless it cannot otherwise be avoided.

L.5.3 VOLUME 3 COST PROPOSAL

L.5.3.1 Minimum Order Website: Offerors are directed to insert a Firm-Fixed Price (FFP) in Section B of the RFP for CLIN 0004 for the development of the Offerors CTS website. The price for the website shall not exceed $50,000.00 and shall be greater than $0.00. It is the intent of the Government to award the website as the first Delivery Order under CTS to all successful offerors who are awarded a CTS ID/IQ contract. This will satisfy the guaranteed minimum quantity under CTS. The price for the website will be included in the Total Evaluated Price (TEP) for award of the ID/IQ contract. TEP will consist of the Offerors cost in response to the Sample Order plus their FFP for development of the website.

L.5.3.2 In response to the Sample Order, the Offeror shall provide a detailed cost proposal for the prime and major subcontractors be submitted electronically in Excel format, with working formulas and a paper copy - prepared in accordance with Federal Acquisition Regulation (FAR) 15.403-5(b) Table at 15-2, Instructions for Submission of a Contract Pricing Proposal. The proposal shall be based on Cost Plus Fixed Fee type contract. The fixed fee for the Sample Order all Offerors shall be set at 5% of the offerors total cost.

L.5.3.2.1 Cost Proposal Format. Offerors shall use their own format for submission of the cost proposal. Costs shall be broken out into the following four phases of work:

a. Phase 1 (T = 90 days)
b. Phase 2 (T = 270 days)
c. Phase 3 (T = 720 days)
d. Phase 4 (T = 1092 days)

Offerors shall provide a summary subtotaling cost for each phase with a master summary of all costs for the Sample Order. Additional information for each phase can be found in the Sample Order.

L.5.3.3 All prime and subcontract proposals for this solicitation shall be stated in U.S. dollars.

L.5.3.4 Provide all cost assumptions and associated rationale.

L.5.3.5 Both hard copies and electronic copies of the proposal will be required. Two electronic copies of the cost proposal are required: one electronic version shall be provided to the Contracting Officer with the proposal submission and one hard copy and one electronic copy (CD) of the Cost Proposal shall be sent directly to the applicable DCAA office (see the following website: *HYPERLINK "http://www.dcaa.mil"www.dcaa.mil). Include the name and DCAA office address and date forwarded to DCAA to the Contracting Officer. Electronic proposals may be utilized to compute the impact of any most probable cost adjustments.

L.5.3.5.1 Regarding this Volume on Cost Proposal only, in the event of a discrepancy in pricing between the electronic and paper copies of the proposal, the prices contained in the electronic copy shall prevail.

L.5.3.6 The electronic cost proposals and the supporting exhibits and spreadsheets shall be submitted in Microsoft compatible formats, i.e., Excel. The electronic version of the cost proposal shall contain working formulas/algorithms and shall be in the same format as the hard copy of the cost proposal.

L.5.3.7 Major subcontractors (or joint venture partners, teaming arrangement partners, and affiliated divisions/subsidiaries, etc.), for the purposes of the cost proposal, are those companies with proposals of $700,000 or more in a single year.

L.5.3.8 The cost proposal response is presumed to represent the offerors best effort to respond to the Sample Order. Any significant inconsistency between promised performance and cost should be explained in the offer. For example, if the use of new and innovative techniques has an impact on cost, that impact on cost should be explained by the offeror. If a management decision has been made to absorb a portion of the program costs that have not been included in the proposal, that decision should be stated and quantified in the proposal. Any significant inconsistency, if not explained, raises a fundamental issue of the offerors understanding of the nature and scope of the work required, and may be grounds for rejection of the proposal. The burden of proof as to cost credibility rests with the Offeror.

L.5.3.9 Financial Capability Analysis. The Offeror shall provide their last three years of financial documents for Government review and analysis as follows:

L.5.3.9.1 The Offeror shall provide, for itself and its major subcontractors, financial information sufficient to allow the Government to make a determination as to the company's financial condition. The following list is to be used as a guideline; however deviation from the format specified below will not be considered grounds for disqualification from the competition so long as the information provided constitutes a reasonable substitute:

L.5.3.9.1.1 The most recent three years of financial statements (preferably audited) or SF 1407. Note: The submission of unaudited financial statements will delay the evaluation process. The Government reserves the right to audit all unaudited financial statements.

L.5.3.9.1.2 Financial statements should include, at a minimum, the following for each company:

a. Balance Sheet

b. Income Statement

c. Statement of Cash Flows

d. Footnotes to the Financial Statements

e. Copy of the Certified Public Accountants Opinion Regarding the Financial Statements Submitted

f. Copy of the current Annual Report if available.

L.5.3.10 Any additional information provided in the Offeror's (including prime and/or major subcontractors) submission package will be considered. Examples of other information include: current part year financial statements, current open credit lines, and pro forma financial statements for future years. This information will be used to evaluate your firm's financial capabilities.

L.5.3.11 Financial statements should pertain to the business units that will actually be performing the work.

L.5.3.12 If the company to be performing the work is a division of a parent company where the parent company is financially responsible for the operations of the division, audited financial statements for the parent company will suffice. In this case, the company should provide legal documentation to support the existence of such a relationship.

L.5.3.13 If the company to be performing the work is a subsidiary of a parent company where the parent company is not financially responsible for the operations of the subsidiary, audited financial statements of a parent company are generally not a sufficient substitute unless the following condition exists:

L.5.3.13.1 If the company obtains and furnishes to the Contracting Officer a written supplement to the CPA firm's existing statement regarding the parent company's financial statements, this supplement should clearly state that an independent auditor has reviewed the subsidiary's or division's financial statements as submitted in response to this RFP and has found the subsidiary/division to be an accurate representation of that business unit's financial condition as of the date of those statements.

L.5.3.13.2 If the company to be performing the work is a joint venture, Limited Liability Company, or similar type of entity, the company should submit the financial statements of all the participating firms. This includes any financial statements, pro forma or otherwise, that exist for the performing entity. The company should also submit legal documentation clearly disclosing the conditions of the business arrangement and the attendant financial terms.

L.5.3.14 The methods of evaluation noted above may include the use of information from sources such as, but not limited to, the Defense Contract Audit Agency (DCAA) and the Defense Contract Management Agency (DCMA).

L.5.4 VOLUME 4 SMALL BUSINESS PARTICIPATION

As required by DFARS 215.304, Small Business Participation is an evaluation factor in this acquisition. Offerors are required to address two areas in their Small Business Participation proposals: (1) Proposed Small Business Participation in performance of the potential contract; and (2) Past Small Business Participation in contract performance (Realism).

L.5.4.1 Proposed Small Business Participation. All Offerors (small, large and foreign) are required to identify the extent to which the following small businesses and Historically Black Colleges, Universities and Minority Institutions (HBCU/MIs) will participate in the contract:

L.5.4.1.1 Small Businesses (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and HBCU/MIs.

L.5.4.2 For small businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the Offeror's own participation as a SB or HBCU/MI shall be identified in the Contract Participation Matrix (Attachment 0002 in Section J) and will be considered in evaluating small business participation.

L.5.4.3 All offerors shall provide in the Contract Participation Matrix full company name and Commercial and Government Entity Code (CAGE), small business type, product or service description, and the estimated dollar value for each participant that would participate in the potential contract. The Contract Participation Matrix shall include estimated total SB participation dollars and percentage, estimated total large business participation dollars, estimated total participation dollars, and the estimated total contract value.

L.5.4.4 All offerors shall provide a detailed description of the proposed methods used to promote the maximum practicable opportunity for SB to participate in contracting and subcontracting, as prescribed by the Federal Acquisition Regulation

(FAR) clause 52.219\--8, Utilization of Small Business Concerns.

L.5.4.5 Past Small Business Participation (Realism) Offerors shall provide the following information on relevant contracts performed within the three years prior to the initial solicitation closing date for the same or similar products/services:

L.5.4.5.1 Small business Offerors shall provide the following information for each relevant contract where FAR clause 52.219-8 applied: the total contract value, the total dollars to small business and the total subcontracting dollars to large business. A small business Offeror shall identify and include its own performance in the documentation.

L.5.4.5.2 Large business Offerors shall provide the most recent Standard Form (SF) 294, Subcontracting Report for Individual Contracts or Individual Subcontracting Report (ISR) from the Electronic Subcontracting Reporting System (eSRS) for each relevant contract where FAR clause 52.219-9 Small Business Subcontracting Plan applied.

L.5.4.5.3 If a large business proposes substantially different small business Participation than reported on the SF 294/ISR, they must explain how they will accomplish and/or the reason for the higher/lower proposed level.

L.5.4.5.4 Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

L.5.4.5.5 Additional Important Note for Large Businesses ONLY.

a. Small Business Subcontracting Plan is Required (FAR Clause 52.219-9).

b. Separate from Small Business Participation, large business offerors must also submit a Subcontracting Plan as required by FAR 19.7. Large businesses must submit acceptable subcontracting plans to be eligible for award. Subcontracting Plans shall reflect and be consistent with the commitments offered in Small Business Participation.

L.5.5 VOLUME 5 SOLICITATION, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS

Certifications and Representations: Each Offeror shall complete (fill in and signatures) the solicitation sections indicated below using the file (without modification to the file) provided with the solicitation. An authorized official of the firm shall sign the SF 33 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission. The format specified in paragraph L.1.3.1.1 does not apply to Volume V.

a. Section A Standard Form 33 (SF 33), Solicitation, Offer and Award

b. Section B Supplies or Services and prices/costs Fill-in a Firm-Fixed Price on the price line next CLIN 0004 for the CTS website (reference paragraph L.5.4.1).

c. Section G Contract Administration Data

d. Section I - Fill-in only clauses

e. Section K - Representations, Certifications and Other Statements of Offerors

f. All solicitation amendments issued, if any

Additional information for Volume V:

a. Certification/Corporate Agreements with Participating Commercial Firms

b. The Offeror shall provide letters of intent between the prime and its major subcontractors as well as joint venture agreements if the prime is a joint venture.

c. Proof of TOP SECRET facility clearance, TOP SECRET safeguarding capability and a COMSEC account.

d. Large business subcontracting plan.

L.5.5.1 Certification of Solicitation Requirements. Offerors shall complete the Representations and Certifications in Section K. In the event of a conflict between the Offeror's proposal and the solicitation, the solicitation shall take precedence.

L.5.5.2 Any contractor (or member of its team and/or subcontractor) having a conflict of interest as defined under FAR Part 9.5 must identify the conflict as soon as it is known and provide a recommended mitigation plan. For any potential conflicts

of interest known by the Offeror at the time of proposal submission, a mitigation plan shall be submitted within the Contractual Documents Volume V (No page limits).

L.5.5.3 Offerors shall also provide a copy of the written consent of its proposed subcontractor(s) or partner(s) allowing the Government to discuss the subcontractors past performance evaluation with the offeror during negotiations. (see paragraph L.1.5.2.7.)

*** 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/VFFARA.HTM or http://farsite.hill.af.mil/VFDFARA.HTM or http://farsite.hill.af.mil/VFAFARa.HTM

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

M.1 BASIS FOR AWARD.

Awards will be made using formal source selection procedures in accordance with (IAW) Federal Acquisition Regulation (FAR) 15.1 and the Department of Defense Source Selection Procedures. This acquisition will be conducted using the Best Value Tradeoff Process authorized at FAR 15.101-1; therefore, the proposals that are determined to be the most beneficial to the Government given appropriate consideration to the four evaluation factors (Technical, Past Performance, Cost, and Small Business Participation) and possess a TOP SECRET facility clearance, TOP SECRET safeguarding capability and COMSEC account will be awarded. The Government expects to award up to 10 contracts for CTS, with up to 4 of those 10 contracts reserved for small businesses. The Government reserves the right to: limit the competitive range for the purposes of efficiency; to award without discussions; and to make an award to other than the low Offeror. Award will be made on an all or none basis. An award will be made to the Offerors who meet the TOP SECRET facility clearance, TOP SECRET safeguarding capability and COMSEC account requirements and whose proposals are determined to provide the best value to the Government. Best Value is determined by an integrated assessment of the following factors:

a. Technical Factor

1. Sample Order Subfactor

2. Performance Capabilities and Resources Subfactor

3. Management Subfactor

b. Past Performance

c. Cost

d. Small Business Participation

M.1.1 The relative order of importance assigned to the evaluation factors is: The Technical Factor is significantly more important than the Past Performance Factor which is significantly more important than the Cost. Small Business Participation Factor is the least important factor. The Technical Factor has more weight than the remaining Factors combined. The Technical Factor has three Subfactors: Sample Order, Performance Capability and Resources, and Management. The first two Technical Subfactors are equal in weight and when combined are significantly more important than the remaining Subfactor (Management). All non-cost evaluation factors, when combined, are significantly more important than Cost. Offerors are cautioned that the award may not necessarily be made to the lowest cost Offerors. To receive consideration for award, a rating of no less than "Acceptable" must be achieved in the Technical Factor (including all Technical Subfactors), and the Small Business Participation Factor.

M.1.2 The selection of awardees will be accomplished in four steps. In Step One, all proposals will be evaluated in accordance with the terms of the solicitation. In Step Two, the Government will select up to four of the most highly rated Small Business Offerors from the proposals in the competitive range for award. This will satisfy the small business reserve. In Step Three, Offerors from the most highly rated proposals not selected for award in Step Two will be selected for award on an unrestricted basis. Step Four is validation that selected awardees, those in the small business reserve from Step Two and those selected for award on an unrestricted basis in Step Three, possess a TOP SECRET facility clearance, TOP SECRET safeguarding capability and COMSEC account. Proof of a TOP SECRET facility clearance, TOP SECRET safeguarding capability and COMSEC account shall be provided prior to contract award. The Contracting Officer will assess each Offeror's TOP SECRET facility clearance, TOP SECRET safeguarding capability and COMSEC account documentation. The assessment will result in a "Go/No Go" decision; a Go is needed to be eligible for award. The Government reserves the right to repeat Steps Two through Four until the desired number of awards are selected. Although the government anticipates up to a total of 10 awards, the Government reserves the right to make more or less than the planned number of awards if warranted by the proposals in the competitive range. NOTE: Step Two is the portion of the source selection process that is reserved exclusively for Small Business Offerors. Also, award of the small business reserve contracts is not a prerequisite to the award of the unrestricted contracts.

M.2 EVALUATION APPROACH

All proposals shall be subject to evaluation by a team of Government personnel with assistance from the following non-Government advisors: Systems Technologies, Inc. and AASKI Technology. These non-Government advisors will not be allowed access to offerors past

performance information and shall not participate in the review and evaluation of past performance. Contents of written proposals and written responses to Evaluation Notices will be evaluated to determine the degree and extent to which the requirements set forth in the solicitation are satisfied. No assumptions will be made by Government evaluators regarding areas not defined in the Offerors written proposal with the exception of the Past Performance Factor where data extrinsic to the Offerors proposal may be evaluated.

M.2.1 FACTORS AND SUBFACTORS TO BE EVALUATED

M.2.1.1 TECHNICAL FACTOR

The three subfactors to be evaluated under the Technical Factor are 1) Sample Order, 2) Performance Capabilities and Resources and 3) Management. Ratings represent a combination of the adequacy and completeness of the Offerors response, demonstrated understanding of the problems, comprehensiveness, feasibility, thoroughness, and innovation of the approach along with the risk associated with the proposed approach.

M.2.1.1.1 Subfactor 1: Sample Order:

M.2.1.1.1.1 Adequacy of Response/Completeness - The proposal will be evaluated to determine whether the Offerors methods and approach have adequately and completely considered, defined, and satisfied the requirements both innovatively and efficiently. The proposal will be evaluated to determine the extent to which each requirement has been addressed in accordance with the proposal submission section of the solicitation. The proposal will be evaluated on the comprehensiveness of the Offerors management approach.

M.2.1.1.1.2 Understanding of Problems - The proposal will be evaluated to determine the extent to which the Offeror demonstrates a clear understanding of all features involved in solving the problems and meeting the requirements; and the extent to which uncertainties are identified and resolutions proposed. The Un-priced Basis of Estimate (BOE) will be evaluated to determine the Offerors understanding of the problems and the feasibility of approach. The Offerors will be evaluated on the identification of risks and the thoroughness of its mitigation plan.

M.2.1.1.1.3 Feasibility of Approach - The proposal will be evaluated to determine whether the Offeror's methods and approach to meeting the requirements provides the Government with a high level of confidence of successful completion.

Note: The Sample Order Subfactor is designed to evaluate the Offerors expertise and innovative capabilities to respond to the types of situations that may be encountered in performance of a contract resulting from this solicitation.

M.2.1.1.2 Subfactor 2: Performance Capabilities and Resources:

M.2.1.1.2.1 The Offerors proposal will be evaluated for their corporate capabilities and resources to provide the hardware and services in the execution of orders under CTS; and to support contingencies, deployments, exercises and emergencies.

M.2.1.1.2.2 The Offerors proposal will be evaluated on the clarity and specificity in the delineation of organizational roles and responsibilities.

M.2.1.1.2.3 The Offerors proposal will be evaluated on their ability to satisfy the security requirements of the PWS and DD Form 254 or provided a reasonable and thorough approach to ensure they can meet these requirements prior to contract award. Note: Failure to have the required TOP SECRET facility clearance, TOP SECRET safeguarding capability and COMSEC account prior to award of the ID/IQ contract shall make the Offeror ineligible to receive a contract award.

M.2.1.1.3 Subfactor 3: Management:

M.2.1.1.3.1 Evaluate the description of proposed business systems (Accounting, Estimating, Billing, Purchasing, Property Accountability and Control, etc.), specifically:

M.2.1.1.3.2 Business Systems Descriptions: How effective the proposed systems are in providing effective contract oversight and tracking of costs, subcontracts, equipment, personnel, integration, and management. How well the proposed systems will provide complete, reliable, timely, consistent, and transparent data to permit effective Contractor and Government oversight and management.

M.2.1.1.3.3 Approved/Compliant Systems. Whether the business systems are Government-approved or compliant, or are in the process of becoming approved/compliant.

M.2.1.1.3.4 Cost Control/Cost Reduction - Whether the proposed systems to control costs (manage property, implement security, assure and control quality, manage subcontracts, etc.) are innovative, efficient, flexible, and effective; how the innovative management approach of the systems will reduce costs and enhance performance; how the systems will

be monitored, integrated, and reported timely, how the systems manage costs in a multiple delivery order environment.

M.2.1.1.3.5 Property Management and Accountability System. The value to the Government of the proposed management approach for Property Management and Control, to include leases. The primary objective is to attain efficient, economic, transparent, and uniform management of all Government property under the contract. The Contractor proposes a Property Management system that: is completely comprehensive; is fully accountable; and, acquires, controls, uses, cares for, reports, disposes of, etc., Government property.

M.2.1.1.3.6 QA System. The value of the proposed approach, and confidence in management, to develop and implement an effective Quality Assurance system and Quality Control Plan applicable to the entire spectrum of CTS requirements.

M.2.1.1.3.7 Subcontract and Supply Chain Management. The proposed approach fully manages subcontracts on a global, regional, and local basis assuring subcontractors are capable of providing the required logistical and technical support needed at all times, tracks the performance and cost of utilizing multiple subcontractors and vendors at all times; provides the support required in a dynamic environment; and includes cost control/cost reduction measures and goals for subcontractor performance.

M.2.1.1.3.8 Training. Approach to provide training on business systems to all required Contractor personnel, including subcontractor and teaming personnel. Evaluate the approach to determine if it is fully integrated among systems and with all subcontractors and other business entities, and if it provides a well-trained support function to the Government.

M.2.1.1.3.9 Business System Compliance Reviews - Evaluate the sufficiency of and confidence in the Offerors proposed approach to independently conduct internal, self-compliance reviews of business systems to ensure effective systems are consistently in place. Consider frequency, integration, and depth of reviews, and approach to convey results to the Government.

M.2.1.1.3.10 An adjectival rating will be assigned based on an assessment of feasibility, thoroughness, and innovation in the proposed approach, along with the risk that the proposed technical approach involves, i.e., the adjectival rating includes proposal risk. Subfactor ratings will be rolled up into an overall technical rating.

The possible ratings for the technical proposal are:

Outstanding: Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.

Good: Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.

Acceptable: Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.

Marginal: Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.

Unacceptable: roposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

M.2.2 PAST PERFORMANCE FACTOR EVALUATION APPROACH.

Past performance information is evaluated as a predictor of future contract performance. The Government will assess the degree of confidence it has in the expectation that the Offeror will successfully complete the requirements in accordance with the contract terms based on the Offerors demonstrated record of recent and relevant performance. Recent Contracts are defined as prime contracts, task orders, delivery orders, or subcontracts where services or deliverables were performed, or still being performed, anytime within three(3) years of issuance of this Request for Proposal (RFP). The Government reserves the right to consider any significant past performance after the solicitation closing date and prior to award.

M.2.2.1 Offeror refers to the prime contractor, teaming partners and all proposed major subcontractors. A major subcontractor is defined as one which the Offeror intends to subcontract in excess of 20% of the anticipated Sample Order value or is considered critical to performance of the contract. The prime contractor and proposed major subcontractors will be assessed individually and the results will then be assessed in their totality to determine the Offeror's Performance Confidence Assessment Rating.

M.2.2.2 In evaluating performance history, the Government may review the Offerors current and prior performance record of

complying with all aspects of its contractual agreement.

M.2.2.3 In conducting the past performance evaluation, the Government may use information obtained from other sources, or may use information with regard to other contracts performed by the Offeror of which it has knowledge, whether or not those contracts are disclosed to the Government by the Offeror.

M.2.2.4 The Government may consider the currency, relevancy, source and context of the past performance information it evaluates as well as general trends in performance, and demonstrated corrective actions. A significant achievement, problem/problem resolution or lack of relevant data in any element can become an important consideration in the assessment process. A negative finding in any element may result in an overall lower confidence assessment rating.

M.2.2.5 The Government may also consider past performance information regarding predecessor companies, key personnel, other corporate entities or subcontractors where such information is relevant to this acquisition.

The relevancy of the past performance information will be rated as follows:

a. Very Relevant: The level of performance encompassed all the services; or was essentially the same as the scope and magnitude of effort and complexities of the PWS; and supported systems for DoD.

b. Relevant: The level of performance encompassed most of the services; or was similar to the scope and magnitude of effort and complexities of the PWS; and supported systems for other branches of the Federal Government.

c. Somewhat Relevant: The level of performance encompassed some of the services; or was similar to the scope and magnitude of effort and complexities of the PWS; and supported systems for state, or municipal governments, or major corporations.

d. Not Relevant: The level of performance encompassed few or none of the services; or was not similar to the scope and magnitude of effort and complexities of the PWS; and did not support a system for DoD, other branches of the Federal Government, DoD, state, or municipal governments, or major corporations.

M.2.2.6 Offerors past performance will be rated as follows:

a. Substantial Confidence: Based on the offerors recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.

b. Satisfactory Confidence: Based on the offerors recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.

c. Limited Confidence: Based on the offerors recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.

d. No Confidence: Based on the offerors recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

e. Unknown Confidence (Neutral): No recent/relevant performance record is available or the offerors performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

The Government is not required to interview all points of contact identified by Offerors.

It is the responsibility of the Offeror to provide complete past performance information and thorough explanations as required by Section L.

The Government is not obliged to make another request for the required information.

M.2.3 COST EVALUATION APPROACH.

M.2.3.1 Cost proposals will not be assigned an adjectival rating. Proposals will be evaluated based on price reasonableness IAW FAR 15.404-1, Proposal Analysis Techniques, relative to proposed cost of the Sample Order.

M.2.3.2 Total Evaluated Price (TEP) will be the total of the Offerors submitted Firm-Fixed Price for the website (W$) plus their cost proposal for the Sample Order ($SO)plus any Government identified Most Probable Cost (MPC) adjustments as determined IAW FAR 15.404-1(d) Cost realism analysis. The algorithm for TEP is as follows:

$$TEP = \$W + \$SO + MPC$$

Cost realism analysis is the process of independently reviewing and evaluating specific elements of each Offerors proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the Offerors technical proposal. Cost realism analysis shall be performed on cost-reimbursable line items to determine the probable cost of performance for each Offeror. The probable cost may differ from the proposed cost and should reflect the Governments best estimate of the cost of any contract line items that are most likely to result from the Offerors proposals. The probable cost shall be used for purposes of evaluation to determine the best value. The probable cost is determined by adjusting each Offerors proposed cost to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis.

M.2.3.3 As part of the cost evaluation, as applicable, proposals will be reviewed to identify any Unbalanced Pricing. IAW FAR 15.404-1(g), Unbalanced Pricing, a proposal may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government.

M.2.3.4 Financial Capability Determination. Financial Capability will be evaluated to the extent that Offerors must have sufficient financial resources that demonstrate an acceptable financial capability to perform the contract. The results of this evaluation impact the PCOs contractor responsibility determination.

M.2.4 SMALL BUSINESS PARTICIPATION FACTOR EVALUATION APPROACH.

As required by DFARS 215.304, Small Business Participation is an evaluation factor in this acquisition. The Small Business Participation Factor contains no Subfactors

M.2.4.1 Proposed Small Business Participation. The Government will evaluate all Offerors (small, large and foreign) proposed participation of:

a. Small Business (SB)

b. Small Disadvantaged Business (SDB)

c. Women-Owned Small Business (WOSB)

d. Veteran-Owned Small Business (VOSB)

e. Service Disabled Veteran-Owned Small Business (SDVOSB)

f. Historically Underutilized Business Zone Small Business (HUBZone)(hereinafter all of the above to be referred to as SB); and

g. Historically Black Colleges and Universities/Minority Institutions (HBCU/MI).

M.2.4.2 For small businesses, as identified by the size standard for the North American Industry Classification System (NAICS) applicable to this solicitation, the Offerors own participation as a SB or HBCU/MI will be included in the evaluation of small business participation.

M.2.4.3 The Government will evaluate the extent to which an Offeror identifies and commits to utilizing SB and HBCU/MI in the performance of the proposed contract as well as how it has performed in this regard in the past. Such participation may be as the contractor, a subcontractor, or as a member of a joint venture or teaming arrangement. The aspects that will be evaluated are:

M.2.4.4 Complexity of specific products/services that will be provided by those SBs and HBCU/MIs.

M.2.4.5 The extent of small business participation in terms of value of the total contract. The Government will evaluate the offerors proposal as it relates to the goal of 25% for SB and 0.25% for HBCU/MI.

M.2.4.6 Past Small Business Participation (Realism) - To assess the realism of proposed small business participation, the Government will evaluate the Offerors actual past performance in achieving the proposed small business participation on relevant contracts performed within three years prior to the issuance of the RFP for the same or similar products/services. This evaluation will include an assessment of:

M.2.4.6.1 For small business Offerors, the percent of small business participation to total contract value on each relevant contract will be compared to the proposed percent of small business participation to proposed value of the total contract value.

M.2.4.6.2 For large business Offerors, their actual performance in meeting SB and HBCU/MI subcontracting goals on each relevant contract will be compared to the proposed percent of small business participation to the value of the total contract value.

M.2.4.6.3 Offerors that have no contractual history within three years (3) prior to the issuance of the RFP for the same or similar products/services that require (1) compliance with FAR 52.219-8 or FAR 52.219-9, and (2) using SBs and/or HBCU/MIs, will be treated neither favorably nor unfavorably. The proposal will be evaluated on only the elements of complexity of specific products/services that will be provided by those SBs and HBCU/MIs and the extent of SB Participation in terms of value of the total contract. The proposal will be given an adjectival rating without regard to past performance, treating this lack of past performance neither favorably nor unfavorably. Such an Offerors rating will, however, note that it had no Small Business Participation Past Performance.

M.2.4.6.4 The Government will evaluate the complexity of the work small businesses are to perform, the realism of the proposal (to include the offerors past performance in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and 52.219-9, Small Business Subcontracting Plan), and the extent of participation of such firms in terms of the value of the total acquisition to develop one overall rating for each offeror (Outstanding, Good, Acceptable, Marginal, or Unacceptable).

M.2.4.7 ADJECTIVAL SCALE

M.2.4.7.1 Outstanding: Proposal meets small business requirements and indicates an exceptional approach and understanding of the small business requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.

M.2.4.7.2 Good: Proposal meets small business requirements and indicates a thorough approach and understanding of the small business requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.

M.2.4.7.3 Acceptable: Proposal meets small business requirements and indicates an adequate approach and understanding of the small business requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.

M.2.4.7.4 Marginal: Proposal does not clearly meet small business requirements and has not demonstrated an adequate approach and understanding of the small business requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.

M.2.4.7.5 Unacceptable: Proposal does not meet small business requirements and contains one or more deficiencies. Proposal is unawardable.

*** END OF NARRATIVE M0001 ***