

SOLICITATION, OFFER, AND AWARD

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

RATING

PAGE OF PAGES

1 222

2. CONTRACT NUMBER	3. SOLICITATION NUMBER W91RUS27RA0010001	4. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	5. DATE ISSUED 18 AUG 2026	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY W6QK ACC-APG CONT CT SW SECTOR ITEC4 CONTRACTING CENTER, 61801 ARIZONA STREET RM 3212 FORT HUACHUCA, AZ 85613-5000 UNITED STATES MAREN MARCY, EMAIL: MAREN.B.MARCY.CIV@ARMY.MIL TELEPHONE: 520-692-1406	CODE W91RUS	8. ADDRESS OFFER TO (If other than item 7)		

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

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 04:00 PM local time 30 OCT 2026
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 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 MAREN MARCY	B. TELEPHONE (NO COLLECT CALLS)			C. EMAIL ADDRESS MAREN.B.MARCY.CIV@ARMY.MIL
	AREA CODE 520	NUMBER 692-1406	EXTENSION		

11. TABLE OF CONTENTS

(X)	SECTION	DESCRIPTION	PAGE(S)	(X)	SECTION	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1-3	X	I	CONTRACT CLAUSES	76-135
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4-8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	9	☐	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING	10-12	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	13-14	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	136-151
X	F	DELIVERIES OR PERFORMANCE	15-26	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	152-204
X	G	CONTRACT ADMINISTRATION DATA	27-37	X	M	EVALUATION FACTORS FOR AWARD	205-221
X	H	SPECIAL CONTRACT REQUIREMENTS	38-75				

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 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 Number 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 NUMBER 0001	DATE 29 SEP 2026	AMENDMENT NUMBER	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXTENSION	☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT: ☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 3304(a) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	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.AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable**STANDARD FORM 33 (REV. 12/2022)**
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

Section A - Solicitation/Contract Form

Instrument Name: Total Engineering and Integration Services (TEIS) IV

1. Description of the Item(s)/Service(s) being Procured: The Total Engineering and Integration Services (TEIS) IV program provides for information systems engineering and information technology support services to United States Army Information Systems Engineering Command (USAISEC). The services will include engineering related activities in support of all aspects of information and communication systems.
2. Program Objectives/Needs: TEIS IV support will be required for the full life cycle of USAISEC projects to include planning, design, development, engineering, implementation, procurement, logistics, evaluation, test, sustainment, and ancillary services. Worldwide support is required. The majority of the worldwide support will occur in locations that are secure and have adequate infrastructure; however, worldwide support may also include areas with challenging environments including remote locations, and sometimes hostile locations with little to no infrastructure. Work in highly secure facilities involving the highest-level clearances may be required.
3. Delivery Schedule: To be determined on each Task Order.
4. Type of Contract: The Government intends to make up to ten (10) awards, inclusive of up to four awards reserved for small business concerns, through full and open competition to those Offerors whose proposals represent the best value to the Government. The resulting TEIS IV multiple-award (MA) Indefinite Delivery/Indefinite Quantity (IDIQ) contracts will have a five (5) year option ordering period under which the selected sources will compete for Firm Fixed Price (FFP) and Cost-Plus Fixed Fee (CPFF) contract types. The maximum value of these contracts is \$800 million. Orders will be issued in accordance with Federal Acquisition Regulation (FAR) 16.505 Ordering.
5. Format of the Contract: The contract format will consist of FFP, CPFF CLINS/SLINs. Efforts for services which cannot be fixed priced at the time of Task Order award may be performed on a CPFF basis. Services will be performed as specified under awarded task orders. The Government expects FFP to be about 35% of the contract value, and CPFF to be about 65% of the contract value.
6. Proposal Submission: The Offeror's proposal shall be submitted in accordance to section L. 16.1. The Offeror's proposal shall consist of five volumes. The volumes are:
 - 1 - General
 - 2 - Technical Factor
 - 3 - Past Performance Factor
 - 4 - Cost/Price Factor

5 - Small Business Participation Factor

7. Unusual/Specific Aspects of the Acquisition: There are classified aspects of this acquisition. The Contractor(s) selected as a result of this RFP must possess the requisite clearances set forth in the DD Form 254, attached in Section J.
8. Source Selection Methodology: The TEIS IV acquisition will be conducted under Full and Open Competition using the Best Value process as set forth in Section M.
9. Negotiated Procurements: In accordance with FAR 52.215-1, Instructions to Offerors-Competitive Acquisition, the Government intends to evaluate and award contracts resulting from this solicitation without discussions. However, the Government reserves the right to conduct discussions if the Contracting Officer determines them to be necessary.
10. The Government reserves the right to incorporate all or part of an Offeror's proposal into the resultant contract. Portions of an offeror's proposal that are incorporated into the resulting contract shall be deemed to have been drafted by the cognizant Offeror.
11. Offerors will be required, in accordance with Section L, to propose a Small Business Subcontracting Plan, small business participation documentation, and a Small Business Participation Commitment Document to address how they intend to meet small business minimum quantitative requirements and small business subcontracting goals.
12. Offerors shall ensure that any proposed Contractor joint ventures/teaming arrangements are in compliance with the requirements of the FAR, including FAR Subpart 9.6. Offerors are reminded that Contractor joint ventures teaming arrangements must not violate any anti-trust statutes.
13. The Government does not intend to use non-Government advisors (support Contractors) to assist in the evaluation of proposals submitted in response to this solicitation.
14. Disclaimer: This Executive Summary has been prepared as an aid to potential offerors. Every attempt has been made to accurately reflect the requirements/information contained in the solicitation. However, if discrepancies are found between the Executive Summary and the clauses /provisions contained in the solicitation, the clauses/provisions contained in the solicitation shall prevail. Please contact the Contract Specialist identified in Block 10 of the SF33 if any discrepancies are found.

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

B-1 CONTRACT MAXIMUM/MINIMUM TASK ORDER CEILING

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

2. In accordance with Section I, Clause 52.216-22 entitled "Indefinite Quantity", the MINIMUM guaranteed value under this Contract is \$1,000.00.

B-2 SCHEDULE B DESCRIPTION AND INSTRUCTIONS.

1. For Proposal purposes only, CLIN Pricing is NOT required in Section B of this Solicitation. The Offeror shall instead complete the CONUS/HIGH CONUS/OCONUS LABOR RATES Workbook, Section J, Attachment 0064. 2. CLIN/SLIN Sequence. Below are the CLIN/SLIN sequence broken out by all option periods, including Contractor Manpower Reporting and Contract Reporting CLIN /SLINs.

B-3 INCURRING COSTS.

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

*** END OF NARRATIVE 1 ***

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	OPTIONAL ORDERING PERIOD- FFP SERVICES This CLIN is established to provide Cost Reimbursement Services for the ordering period in accordance with the PWS, set forth at Section J, Attachment 0001. The ordering period is sixty (60) months, commencing at contract award. This contract is covered by the	1	Unitless		

	Service Contract Act. However, contract performance may be at any number of locations not yet identified. Contractors are required to propose rates commensurate with the Service Contract Act for the appropriate performance location (s). Specific requirements and pricing will be set forth in each task order. The maximum allowable fixed fee is XX percent. This percentage is subject to downward negotiation only at the task order level. Inspection, Acceptance and FOB Point shall be specified by incorporating the appropriate clauses from Sections E and F on each individual task order. Pricing Arrangement: Firm Fixed Price				
0002	OPTIONAL ORDERING PERIOD-CPFF SERVICES This contract is an indefinite delivery indefinite quantity type contract in accordance with FAR 16.504. This CLIN is established to provide Cost Reimbursement Services for the ordering period in accordance with the PWS, set forth at Section J, Attachment 0001. The ordering period is sixty (60) months, commencing at contract award. For CPFF task orders, the maximum allowable fixed fee is XX percent. This percentage is subject to downward negotiation only at the task order level. This contract is	1	Unitless		

	covered by the Service Contract Act. However, contract performance may be at any number of locations not yet identified. Contractors are required to propose rates commensurate with the Service Contract Act for the appropriate performance location(s). Specific requirements and pricing will be set forth in each task order. Inspection, Acceptance and FOB Point shall be specified by incorporating the appropriate clauses from Sections E and F on each individual task order. Pricing Arrangement: Cost Plus Fixed Fee				
0003	OPTIONAL ORDERING PERIOD- SCR Service Contract Reporting (SCR) in accordance with the PWS. The Contractor shall report annually, by October 31, at https://www.sam.gov, on the services performed under this contract, including any first-tier subcontracts, during the preceding Government fiscal year (October 1 - September 30). Pricing Arrangement: Firm Fixed Price	1	Units		
0004	OPTIONAL ORDERING PERIOD- Progress Report In accordance with Section J, Attachment 0001, Performance Work Statement,	1	Units		

	paragraph 4.6.1 and Attachment 0011. Pricing Arrangement: Firm Fixed Price				
0005	OPTIONAL ORDERING PERIOD-CAC Accountability Report In accordance with Section J, Attachment 0001, Performance Work Statement, paragraph 4.6.2 and Attachment 0012. Pricing Arrangement: Firm Fixed Price	1	Unitless		
0006	OPTIONAL ORDERING PERIOD-In Progress Reviews In accordance with Section J, Attachment 0001, Performance Work Statement, paragraph 4.6.3 and Attachment 0013. Pricing Arrangement: Firm Fixed Price	1	Unitless		
0007	OPTIONAL ORDERING PERIOD-Invoice Reference Spreadsheet In accordance with Section J, Attachment 0001, Performance Work Statement, paragraph 4.6.4 and Attachment 0014. Pricing Arrangement: Firm Fixed Price	1	Unitless		
0008	OPTIONAL ORDERING PERIOD-Quality Control Plan In accordance	1	Unitless		

	with Section J, Attachment 0001, Performance Work Statement, paragraph 4.6.5 and Attachment 0015. Pricing Arrangement: Firm Fixed Price				
0009	OPTIONAL ORDERING PERIOD-Safety Program In accordance with Section J, Attachment 0001, Performance Work Statement, paragraph 4.6.6 and Attachment 0016. Pricing Arrangement: Firm Fixed Price	1	Unitless		
0010	OPTIONAL ORDERING PERIOD-Operations Security (OPSEC) Plan In accordance with Section J, Attachment 0001, Performance Work Statement, paragraph 4.6.7 and Attachment 0017. Pricing Arrangement: Firm Fixed Price	1	Unitless		

Section C - Description/Specifications/Statement of Work

C-1 PERFORMANCE WORK STATEMENT

1. The Performance Work Statement and all its applicable documents are listed at Section J, Attachments 0001 through 0010.
2. A list of the Contract Data Requirements Lists (CDRLs - DD Form 1423s) that apply to this contract are listed at Section J, Attachments 0011 through 0017. The Contractor will prepare and deliver the data and information in accordance with the requirements, quantities and schedules set forth by these CDRLs.
3. The Quality Assurance Surveillance Plan (QASP) is listed at Section J, Attachment 0018.
4. The Labor Category Description is listed at Section J, Attachment 0019.
5. The DD254 and all its applicable documents are listed at Section J, Attachments 0020.
6. Sample Task 1 and all its applicable documents are listed at Section J, Attachments 0021 through 0050.
7. Sample Task 2 and all its applicable documents are listed at Section J, Attachments 0051 through 0058.
8. Sample Task 3 and its applicable documents are listed at Section J, Attachments 0059 through 0060. Sample Task 3 uses CDRL TS24 (Attachment 0052), CDRL TS25 (Attachment 0053), CDRL TS27 (Attachment 0055), CDRL TS28 (Attachment 0056) and CDRL TS30 (Attachment 0058) from Sample Task 2.

C-2 POST AWARD ORIENTATION CONFERENCE

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

*** END OF NARRATIVE 1 ***

Requirements

The Total Engineering and Integration Services (TEIS) IV program provides for information systems engineering and information technology support services to United States Army Information Systems Engineering Command (USAISEC). The services will include engineering related activities in support of all aspects of information and communication systems.

Section D - Packaging and Marking

D-1 PACKAGING WAIVERS OR DEVIATIONS

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

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

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

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

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

D-2 CONDITIONS FOR ACCEPTABILITY OF ALTERNATE COMMERCIAL PACKAGING

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

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

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

4. Acceptability of alternate commercial packaging is contingent upon:

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

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

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

D-3 STANDARD PRACTICE FOR COMMERCIAL PACKAGING

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

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

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

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

American Society for Testing and Materials

100 Barr Harbor Drive

West Conshohocken, PA 19248-2959.

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

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

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

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

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

*** END OF NARRATIVE 1 ***

Section E - Inspection and Acceptance

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:

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

E-1 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS APR/1984

E-2 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE AUG/1996

E-3 52.246-3 INSPECTION OF SUPPLIES--COST-REIMBURSEMENT MAY/2001

E-4 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE AUG/1996

E-5 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT APR/1984

E-6 52.246-7 INSPECTION OF RESEARCH AND DEVELOPMENT--FIXED PRICE AUG/1996

E-7 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT MAY/2001

E-8 52.246-15 CERTIFICATE OF CONFORMANCE APR/1984

E-9 52.246-16 RESPONSIBILITY FOR SUPPLIES APR/1984

E-10 INSPECTION AND ACCEPTANCE

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

*** END OF NARRATIVE 1 ***

FAR Clauses Incorporated by Reference

Number	Title	Effective	Alternate	Variation
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		Date	Deviation	Effective Date
52.246-1	Contractor Inspection Requirements.	1984-04		
52.246-2	Inspection of Supplies-Fixed-Price.	1996-08		
52.246-3	Inspection of Supplies-Cost-Reimbursement.	2001-05		
52.246-4	Inspection of Services-Fixed-Price.	1996-08		
52.246-5	Inspection of Services-Cost-Reimbursement.	1984-04		
52.246-8	Inspection of Research and Development-Cost-Reimbursement.	2001-05		
52.246-15	Certificate of Conformance.	1984-04		
52.246-16	Responsibility for Supplies.	1984-04		

Section F - Deliveries or Performance

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:

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

F-1 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984) APR/1984

F-2 52.242-17 GOVERNMENT DELAY OF WORK APR/1984

F-3 52.247-34 F.O.B. DESTINATION NOV/1991

F-4 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION JAN/2023

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

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

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

"Governments unit acquisition cost" means

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459

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

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

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

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

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

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

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

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

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

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

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

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

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/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) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line,

Subline, or

Exhibit Line Item Number

TO BE DETERMINED AT THE TASK ORDER LEVEL

Item Description

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

Contract Line,

Subline, or

Exhibit Line Item Number

TO BE DETERMINED AT THE TASK ORDER LEVEL

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number -5-.

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification

that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Governments unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

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

- (1) Unique item identifier of the parent item under paragraph (c) (1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

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

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

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

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

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

F-7 Place of Performance

The place(s) of performance for task orders will be determined for each task order based on the task order requirements and may include Government sites and/or contractor sites. The place of performance may be CONUS, OCONUS, or a combination of CONUS and OCONUS locations to support requirements throughout the world. The task order RFP shall identify the place(s) of performance for the task order.

F-8 Period of Performance

1. The base ordering period for the TEIS IV multiple award IDIQ vehicle is five (5) years (ending 30 November 2026), with one five (5) year optional ordering period that may extend the cumulative ordering period of the contract to ten (10) years in accordance with FAR 52.217-9, Option to Extend the Term of the Contract, if exercised.

2. The Government may exercise the option for those Contractors that have demonstrated successful performance on the contract and task orders. Successful performance is defined as meeting all of the following minimum requirements:

A. The Contractor has submitted at least one acceptable proposal for a task order during the past 36 months of the base ordering period;

B. The Contractor has had no Contractor-induced cost overruns;

C. The Contractor has received no Unsatisfactory ratings in CPARS for the TEIS IV contract or task orders under the contract;

D. The Contractor has met small business participation commitments, as proposed, in Section J, Attachment ATT0065 and their reporting requirements in CDRL A003.

3. The Government may not exercise the option for those Contractors who do not meet the requirements outlined in paragraph F.8.2 above.

4. Contractors may be required to continue services under a task order for up to one year after the expiration of the ordering period in accordance with FAR 17.204(d).

5. The period of performance for task orders will be determined for each task order based on the task order requirements. The TOPR shall identify the period of performance for the task order.

*** END OF NARRATIVE 1 ***

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0001	Quantity 1 Unitless Address and POC Period of Performance From 01 Dec 2026 To 30 Nov 2031
0002	Quantity 1 Unitless Address and POC Period of Performance From 01 Dec 2026 To 30 Nov 2031
0003	Quantity 1 Unitless Address and POC Period of Performance From 01 Dec 2026 To 30 Nov 2031
0004	Quantity 1 Unitless Address and POC

	Period of Performance From 01 Dec 2026 To 30 Nov 2031
0005	Quantity 1 Unitless Address and POC Period of Performance From 01 Dec 2026 To 30 Nov 2031
0006	Quantity 1 Unitless Address and POC Period of Performance From 01 Dec 2026 To 30 Nov 2031
0007	Quantity 1 Unitless Address and POC

	Period of Performance From 01 Dec 2026 To 30 Nov 2031
0008	Quantity 1 Unitless Address and POC Period of Performance From 01 Dec 2026 To 30 Nov 2031
0009	Quantity 1 Unitless Address and POC Period of Performance From 01 Dec 2026 To 30 Nov 2031
0010	Quantity 1 Unitless Address and POC Period of Performance From 01 Dec 2026

	To 30 Nov 2031
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FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	1989-08		
52.242-17	Government Delay of Work.	1984-04		
52.247-34	F.o.b. Destination.	1991-01		

Section G - Contract Administration Data

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS JAN/2023

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

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

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

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

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

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

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

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

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

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

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

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

(ii) For fixed price line items--

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

TO BE DETERMINED AT THE TASK ORDER LEVEL

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

TO BE DETERMINED AT THE TASK ORDER LEVEL

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

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

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

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

[Note: The Contractor may use a WAWF 11 combo 11 document type to create some Combinations of invoice and receiving report in one step.]

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD

Issue By DoDAAC	TBD
Admin DoDAAC	TBD
Inspect By DoDAAC	TBD
Ship To Code	TBD
Ship From Code	TBD
Mark For Code	TBD
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	TBD
LPO DoDAAC	TBD
DCAA Auditor DoDAAC	TBD

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

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

(g) WAWF point of contact.

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

TO BE DETERMINED AT THE TASK ORDER LEVEL

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

G-2 CONTRACT ADMINISTRATION

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

Contractor Administration:

UEI:

Administrator:

Telephone#:

Facsimile#:

Email address:

Contractor Payment:

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

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

Army Contracting Command

Aberdeen Proving Grounds (ACC - APG)

2133 Cushing Street

Greely Hall, Bldg 61801,

Room 2637

Fort Huachuca, AZ 85613-7070

Administrator: Ms. Maren Marcy/ Ms. Adelle Kostur

Email Address: maren.b.marcy.civ@army.mil/adelina.j.kostur.civ@army.mil

G-3 CONTRACT AUTHORITY

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

2. Contractor's Authority.

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

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

G-4 CONTRACT MANAGEMENT

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

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

3. Contracting Officer's Representative (COR). The Contracting Officer will appoint a COR from the requiring activity for each task order. The COR does not have the authority to award, agree to, or sign any contract, task order, or modification or in any way to obligate the payment of money by the Government. The COR does not have the authority to take any action that may

affect contract or task order schedules, funds, or scope. All contractual agreements, commitments, or modifications that involve price, quantity, quality, schedules or other terms and conditions of the contract or task order shall be made by the KO only. The COR will provide oversight to the KO of the Contractor performance and assist in contract administration subject to the limitations outlined in the COR appointment letter. ACOR appointment letter will be issued to the COR with a copy provided to the Contractor stating the responsibilities and limitations of the COR.

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

G-5 Special Invoicing Instructions

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

G-6 Contractor Performance Assessment Reporting System (CPARS)

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

Assessing official: Contracting Officer (KO)

Assessing official representative: Contracting Officer's Representative (COR) Contractor representative: Designated Contractor representative Training for all persons responsible for the preparation and review of performance assessments is available online at <http://www.cpars.csd.disa.mil/allapps/cpartnrg/webtrain/webtrainall.htm>

G-7 Quality Assurance Surveillance Plan (QASP)

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

G-8 CONTRACTOR'S PROPOSAL.

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

*** END OF NARRATIVE 1 ***

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.204-7006	Billing Instructions-Cost Vouchers	2023-05		
252.231-7000	Supplemental Cost Principles	1991-12		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12		
252.232-7008	Assignment of Claims (Overseas).	1997-06		

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01		

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

(f) WAWF payment instructions. The Contractor shall use the following information when

submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

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

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

(ii) For fixed price line items-

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

TO BE DETERMINED AT THE TASK ORDER LEVEL[

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

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

TO BE DETERMINED AT THE TASK ORDER LEVEL[

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

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

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

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

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

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TO BE DETERMINED AT THE TASK ORDER
LEVEL[	
Issue By DoDAAC	TO BE DETERMINED AT THE TASK ORDER LEVEL[
Admin DoDAAC	TO BE DETERMINED AT THE TASK ORDER LEVEL[
Inspect By DoDAAC	TO BE DETERMINED AT THE TASK ORDER LEVEL
[	
Ship To Code	TO BE DETERMINED AT THE TASK ORDER LEVEL[
Ship From Code	TO BE DETERMINED AT THE TASK ORDER LEVEL[
Mark For Code	TO BE DETERMINED AT THE TASK ORDER LEVEL[
Service Approver (DoDAAC)	TO BE DETERMINED AT THE TASK
ORDER LEVEL[	
Service Acceptor (DoDAAC)	TO BE DETERMINED AT THE TASK
ORDER LEVEL[	
Accept at Other DoDAAC	TO BE DETERMINED AT THE TASK ORDER
LEVEL[	
LPO DoDAAC	TO BE DETERMINED AT THE TASK ORDER LEVEL[
DCAA Auditor DoDAAC	TO BE DETERMINED AT THE TASK ORDER
LEVEL[	
Other DoDAAC(s)	TO BE DETERMINED AT THE TASK ORDER LEVEL[

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

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

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

(g) WAWF point of contact.

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

TO BE DETERMINED AT THE TASK ORDER LEVEL[

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

Section H - Special Contract Requirements

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 ORDERING PROCEDURES

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

1. Services to be provided under this contract shall be ordered by issuance of firm fixed price (FFP) or Cost Plus Fixed Fee Task Orders. In accordance with FAR 16.505(b), the Contracting Officer reserves the right to tailor procedures to each task order and shall state the procedures in the task order proposal request (TOPR).
2. Task orders will be awarded in accordance with FAR 16.505 and FAR 52.216-19. Only the Contracting Officer (KO) has the authority to award task orders against this contract.
3. Performance under Task Orders shall commence only after receipt of an executed Task Order sent via facsimile, mail, e-mail, or by verbal direction from the KO. If verbal direction is given, written confirmation will be provided within five working days of the verbal order. The Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed Task Orders.
4. Contractor may choose whether or not to submit proposals in response to TOPRs at their discretion. If a TEIS IV Contractor intends to not bid on a RFP letter, they must notify the cognizant KO of their intent within 48 hours of the Government's release of the TOPR.
5. The TOPR will include, among other things, a Performance Work Statement (or Statement of Work, or Statement of Objectives) that will specify requirements in terms of performance objectives. Contractor shall propose in accordance with the TOPR issued for each task order.
6. Only the contract holder, designated by the CAGE code in the awarded contract SF 26, Block 7, may submit a proposal in response to a TOPR. In a task order proposal, any supporting documentation or information (such as rates) submitted under a different CAGE code, including those within the legal entity of the contract holder, will be considered that of a subcontractor and evaluated as appropriate in accordance with the TOPR.
7. The Contractor is responsible for all bid and proposal costs incurred in performance of the contract.
8. The Army Contracting Command - Aberdeen Proving Ground Ombudsman will be identified at the base contract level.

H-2 ON-RAMPS AND OFF-RAMPS

1. The objective of an on-ramp is to maintain competitive sources for task orders and/or to obtain access to additional technologies and capabilities. The objective of an off-ramp is to reduce administrative burden and costs for the Government and Contractors and to maintain streamlined and efficient processes on the contract. The Government reserves the right to review all contracts under the TEIS IV multiple award IDIQ vehicle to determine if the need exists to add additional contracts, and/or to determine if it is appropriate to remove existing contracts.
2. The KO may conduct market research to assess additional technologies and capabilities available in the open market. The KO may also assess Contractor performance and the amount of competition available. The Government may evaluate the benefit of conducting an on-ramp on the multiple award IDIQ vehicle on an annual basis. The Government will strongly consider on-ramps in years three (3) and six (6) of the ordering period. However, the Government may conduct an on-ramp in any year of the ordering period in order to maintain adequate competition or to obtain access to additional technologies and capabilities.
3. During an on-ramp, offerors who are not already a contract holder may be eligible to obtain a contract under the TEIS IV multiple award IDIQ vehicle. Current contract holders shall not submit a proposal for a new contract during the on-ramp and shall continue with their existing contract.
4. The Government may conduct an on-ramp to this contract in accordance with the following:
 - A. Notice of an on-ramp solicitation and the on-ramp procedures will be publicized on the SAM.gov website;
 - B. The solicitation may identify the total approximate number of new contract awards the Government intends to make, however the actual number of awards may depend on the number of quality proposals received;
 - C. The basis for award under the solicitation will be substantially the same as the original solicitation;
 - D. The terms and conditions of any contracts resulting from the solicitation will be materially identical to the current version of the existing contracts under the TEIS IV multiple award IDIQ vehicle;
 - E. The ordering period of any new contracts resulting from the solicitation will be coterminous with the ordering period of the existing contracts under the TEIS IV multiple award IDIQ vehicle;
 - F. If awarded a contract resulting from the solicitation, any new Contractor will be eligible to submit a proposal in response to a TOPR with the same rights and obligations as any other Contractor on the TEIS IV multiple award IDIQ vehicle; and G. The award of any new contracts will not increase the existing overall ceiling amount of the TEIS IV multiple award IDIQ vehicle.
5. The Government may evaluate the benefit of conducting an off-ramp on the multiple award IDIQ vehicle on an annual basis. The Government will strongly consider off-ramps in years three (3) and eight (8) of the ordering period. However, the Government may conduct an off-ramp in any year of

the ordering period in order to reduce administrative burden and costs for the Government and Contractors and to maintain streamlined and efficient processes on the contract.

6. Any Contractor that has not submitted an acceptable proposal for a task order in 12 months, has had any Contractor-induced cost overruns, has any Unsatisfactory performance ratings in CPARS for the TEIS IV contract or task orders under the contract, or has not met small business participation commitments, as proposed, in Section J, Attachment ATT0066 and their reporting requirements in CDRL A003 for the TEIS IV contract may be off-ramped.

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

A. The KO will effect a no-cost settlement instead of issuing a termination notice if applicable; B. The KO will implement a termination for convenience in accordance with FAR clause 52.249-2, 52.249-4, 52.249-6, or 52.249-8

as applicable;

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

H-3 ESTIMATED TIME TO COMPLETE

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

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

H-4 ESTIMATED COST, FIXED FEE, SUM ALLOTTED

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

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

3. Sum Allotted: There has been allotted for this contract, inclusive of the fixed fee, the total sum of \$[To Be Determined at Task Order Level]. Being \$ [To Be Determined at Task Order Level] on account of allowable cost and \$ [To Be Determined at Task Order Level] on account of fixed fee.

H-5 Computer Hardware, Enterprise Software and Solutions (CHESS)

1. In accordance with Army Regulation (AR) 25-1, when procuring commercial off the shelf (COTS) software, desktops, notebook computers, video teleconferencing or other commercial IT equipment (e.g. routers, servers, printers) Contractors shall use the CHESS contract vehicle at <https://chess.army.mil> Contractors shall indicate CHESS items and use catalog prices in task order proposals. Contractors shall be authorized upon award to order through CHESS contract vehicles.

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

H-6 FEE

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

A two percent fee is allowed on materials.

H-7 CONTRACTOR POINT OF CONTACT (POC) REQUIREMENT

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

H-8 PERSONNEL CHANGES

1. The Contractor shall advise the Government in advance of any necessity to reassign or replace personnel holding key positions during the performance of this contract. Any personnel, proposed as substitutes or replacements for personnel originally proposed, who become unavailable during the period of the contract, shall possess equal or greater qualifications. If the requested personnel for substitution or replacement do not have equal or greater qualifications, a waiver should be submitted to the KO for review. In this case, the rates for the substituted personnel may be subject to downward negotiation and/or consideration.
2. The Government maintains the right to require removal of Contractor personnel for cause.
3. Contractor shall replace, at no cost to the Government, any personnel, trained at Government expense, who leave the contract for other than Government convenience within the period of performance of the task order or subsequent task orders upon which the personnel begin to perform, and for which the training is also required for performance. Personnel so replaced shall be comparably trained at the Contractor's expense.

H-9 CONTRACTOR PERSONNEL ADMINISTRATION

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

1. Where they are appointed or employed by Government personnel or under the supervision, or direction of Government personnel or evaluation of Government personnel military or civilian;
2. Of staff or policy-making for the Government;
3. Of command, supervision, administration, or control over U.S. Government military or civilian personnel or of other Contractors, or become a part of the Government organization;
4. Involving administration or supervision of military procurement activities; or
5. To establish requisitioning objectives, stockage lists, or direct supply channels to a manufacturer or others to circumvent established Department of the Army supply channels. The services

performed under this contract do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor employees shall act and exercise personal judgment and discretion on behalf of the Contractor.

H-10 CONTRACTOR REQUEST AND GOVERNMENT APPROVAL OF TRAVEL

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

The request shall include as a minimum, the following:

- A. Task Order number
- B. Date, time, and place of proposed travel
- C. Purpose of travel and how it relates to the task order
- D. Contractor's estimated cost of travel and intended method of travel
- E. Name(s) and title of individual(s) traveling and;
- F. A breakdown of estimated travel expenses and per diem charges.

2. General:

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

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

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

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

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

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

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

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

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

H-11 COMPLIANCE WITH LAWS AND REGULATIONS

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

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

H-12 CONTRACTOR HEALTH AND SAFETY

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

2. Contractors shall identify and evaluate system safety and health hazards, define risk levels, and establish a program that manages the probability and severity of all hazards associated with the performance of the requirements of a task order. All inherent safety and health hazards shall be identified, evaluated and either eliminated or controlled to ensure minimum risk to the environment and personnel. The Contractor shall comply with the Occupational Safety and Health Act (OSHA) and all federal, state, and local safety laws and regulations and standards as applicable in effect at

all work sites. The Contractor shall participate in the Government's safety program and Government job hazard analysis/risk assessments. Compliance with provisions pertaining to safety of site facilities and equipment is mandatory.

3. During the performance of tasks requiring protective equipment and clothing, Contractor employees shall wear safety items required by OSHA and as specified in the applicable regulations. The Contractor shall be responsible for providing personal protective equipment, clothing and training to its employees.
4. Contractor employees, and all associated Subcontractor employees with an area of performance within a Government-controlled installation, facility or area, shall attend Government-provided Area of Responsibility (AOR) specific safety training. Specific AOR training content is directed by the Commander, with the COR being the local point of contact.
5. The Contractor shall establish and implement a comprehensive safety program plan for use by Contractor and subcontractor employees. This plan shall incorporate appropriate elements of OSHA, other Federal agency, state and local regulations and standards as applicable. The plan shall include an accident prevention plan to identify and assess hazards through risk assessments.
6. The Government reserves the right to conduct unannounced safety inspections at any time.
7. The TM may require the Contractor to cease operations associated with the performance of this contract for safety violation reasons. The Contractor shall correct any safety violations, caused by a Contractor employee during non-duty hours, at no additional cost to the Government.
8. The Contractor shall ensure all employees receive the safety training required by all federal, state and local laws and policies. The Contractor shall maintain the safety training records and make them available to the COR and KO upon request for the duration of the contract.

H-13 HOURS of WORK

1. Work within the continental limits of the United States and its possessions shall not normally exceed eight hours per day or forty hours per normal workweek. Work hours outside of the continental limits of the United States and its possessions (OCONUS) shall correspond to hours worked by comparable Government personnel, and it shall be at a minimum forty hours per normal workweek.
2. The Contractor work week is forty hours. The Contractor will obtain written approval from the KO prior to incurring any hours in excess of the Contractor work week in accordance with task order hours. Any services that extend beyond the forty hours in a given calendar week will be billed in accordance with FAR 52.237-10.
3. Contractor personnel performing at a Government site shall observe federal holidays and other days identified in this section unless otherwise indicated in a task order. The Government observes the following days as holidays:

NEW YEAR'S DAY

MARTIN LUTHER KING JR DAY

PRESIDENTS DAY

MEMORIAL DAY

JUNETEENTH

INDEPENDENCE DAY

LABOR DAY

COLUMBUS DAY

VETERAN'S DAY

THANKSGIVING DAY

CHRISTMAS DAY

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

H-14 GOVERNMENT SITE CLOSURES

1. From time to time, an installation Commander may decide to close all or part of the installation in response to an unforeseen emergencies. Such emergencies may include, but are not limited to, adverse weather such as snow or flood, a natural disaster such as tornado or earthquake, or a site disaster such as a gas leak or fire. Contractor personnel are non-essential personnel for purposes of any instructions regarding such emergencies.
2. Contractor personnel shall be officially dismissed upon notification of a Government site closure in accordance with paragraph H.14.1. Contractor personnel shall promptly secure all Government furnished property appropriately and evacuate in an expedient but safe manner.
3. Regarding Government site closure notifications, Contractors shall follow instructions for non-essential personnel provided by local radio, television, official websites, and/or official Government site hotlines. Contractors may not receive any other form of notification of a Government site closure from the Government. If a decision to close all or part of a Government site is made during the duty day and the decision is transmitted through official notification channels, Contractors shall follow the instructions provided.

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

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

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

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

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

5. The parties will mutually agree to the appropriate course of action for completion of interrupted work.

H-15 DENIAL OF ENTRY

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

H-16 PERSONNEL ACCOUNTABILITY DURING EMERGENCIES

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

H-17 Security Requirements

1. Access to Government Systems: In accordance with DoD Directive Number 7045.14, dated 21 November 2003, Contractors are not allowed access to any DoD system without explicit authorization of a relevant Government official, and that is based on a need-to know basis only. Individuals shall have the appropriate clearance for access to a particular system.
2. DD Form 254 (DD254): The DD254 and/or additional specific security requirements shall be defined in each individual task order as applicable.

H-18 CONTRACTOR USE OF GOVERNMENT EQUIPMENT

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

H-19 SERVICE CONTRACT ACT (SCA) COMPLIANCE REQUIREMENT

1. Task orders issued under this contract are subject to the Service Contract Act (SCA), though the exact places of performance are unknown. Labor categories may vary based upon Contractor employment policies and labor agreements.
2. Consult the Department of Labor (DOL) website: www.dol.gov for specific location wage determinations.
3. The Offeror/Contractor is responsible for ensuring that the rates proposed and billed for personnel on task orders subject to the SCA meet or exceed the corresponding minimum wages established by the DOL for the corresponding geographical region for task order performance.

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

Pursuant to the Secretary of the Army's policy, the contractor shall report ALL Contractor labor hours (including Sub-contractor labor hours) required for performance of services provided under

each task order via the eCMRA secure data collection site. The Contractor is required to completely fill in all required data fields within the eCMRA using the following web address: <http://www.sam.gov/>, and then click on Department of the Army CMRA, or the icon of the DoD organization that is receiving or benefitting from the contracted services. Reporting inputs will be for the labor executed during the Period of Performance (PoP) during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk at: <http://www.sam.gov/>.

H-21 ORGANIZATION CONFLICT OF INTEREST (OCI)

1. Review of this requirement, relative to FAR Subpart 9.5, "Organizational and Consultant Conflicts of Interest," has determined that potentially significant organizational conflicts of interest may arise due to the nature of the work the Contractor will perform under this contract that may preclude the Contractor from being awarded future ACC-APG Acquisition Center Contracts in a related area. Whereas the Contractor has agreed to undertake this contract to provide TEIS IV services, it is agreed that the Contractor shall be ineligible to act as a Prime Contractor, consultant, or subcontractor to any Prime Contractor or subcontractor at any tier who is to supply the services, system or major components thereof for any project where the Contractor has provided or is providing support as described in FAR 9.505-1 through 9.505-4.
2. The KO may make a determination to allow a Contractor to participate in an acquisition subject to the submission of an acceptable mitigation plan in accordance with paragraphs A and B below. This determination may not be appealed.
 - A. If the KO requests, and the Contractor submits an organizational conflict of interest mitigation plan that, after Government review is acceptable to the Government, the Contractor's parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a subcontractor or consultant on future ACC-APG Acquisition Center contracts. The Government's determination regarding the adequacy of the mitigation plan or the possibility of mitigation are unilateral decisions made solely at the discretion of the Government and are not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.
 - B. Any mitigation plan shall include, at a minimum, non-disclosure agreements to be executed by the Contractor and the Contractor's employees supporting the Government per paragraph 2 above. Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); and data security measures.

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

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

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

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

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

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

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

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

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

H-22 INSURANCE

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

1. Workmen's Compensation and Employer's Liability Insurance: Minimum amount of: \$100,000. (Note: The states of California, New Jersey, New York, and Rhode Island have imposed upon employers the obligation to afford benefits for non-occupational disability as well as for disability in the course of and arising out of employment. Employers may, under State law, be given the option of insuring with companies, or underwriters, or of self-insuring this obligation.)
2. Comprehensive Automobile Insurance: \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
3. Comprehensive General Liability \$500,000 per occurrence.
4. Prior to commencement of work hereunder, the Contractor shall furnish to the KO, a certificate or written statement of the above required insurance. The policies evidencing the required insurance shall contain an endorsement to the effect that any cancellation or any material change in the policy adversely affecting the interests of the Government in such insurance shall not be effective for such periods as may be prescribed by the laws of the state in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the KO.
5. The Contractor agrees to insert the substance of this clause in all subcontracts hereunder.

H-23 LIABILITY FOR LOSS OR DAMAGE

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

H-24 DISCLOSURE OF INFORMATION

1. Performance under this contract may require the Contractor to access data and information proprietary to a Government agency, another Government Contractor, or of such nature that its dissemination or use other than as specified in this contract would be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel, shall divulge nor release data or information developed or obtained under performance of the contract except to authorized Government personnel or upon written approval of the KO. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as specified in the contract.
2. To the extent the Contractor receives or is given access to proprietary data, data protected by the Privacy Act of 1974, or other classified or privileged technical, business or financial information under this PWS, the Contractor shall treat and protect Privacy Act information in accordance with any restrictions imposed on such data. Such information and materials will be protected, as a minimum, in accordance with AR 25-55. Access includes the functions of record management, data handling, storage, electronic transmission and physical distribution.
3. As required by the KO or designee, the Contractor shall agree to enter into a written agreement with any firm whose proprietary data is used in conjunction with performance of this PWS. The Contractor shall furnish the KO with executed copies of such agreements, and shall not use any proprietary information for any purpose other than which it was provided.
4. Neither the Contractor nor the Contractor's employees shall disclose, or cause to be disseminated, any information concerning the operations of the activity that could result in, or increase the likelihood of, the possibility of a breach of the activity's security or interrupt the continuity of its operation.
5. All inquiries received by the Contractor for information concerning work performed under this contract shall be referred to the Government for evaluation. The determination of whether records will be released will remain with the Government. The Contractor shall assist the COR in compiling information or records for submission upon request by the Government.
6. The Contractor shall not release any information (including photographs, files, public announcements, statements, denials or confirmations) on any part of the subject matter of this contract or any phase of any program there under without the prior written approval of the COR. All documentation showing individuals names or other personal information shall be controlled and protected.
7. The Contractor shall use any data furnished by the Government only for performance under this PWS, and shall return copies of such data to the Government upon completion of this effort.
8. Data pertaining to other contracts/services may reside on IT systems utilized or accessed by other Government organizations where Contractor personnel may be performing. Contractor personnel shall in no way divulge this information or use this information for their gain. The Contractor shall notify the KO of any potential conflicts of interest.

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

H-25 JOINT ETHICS REGULATION.

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

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

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

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

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

H-28 Additional Clauses

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

1. Theater Business Clearance (TBC) clauses
2. Status of Forces Agreement (SOFA) clauses
3. Technical Expert Status Accreditation (TESA) clauses

H-29 SPECIAL DEPLOYMENT CONTRACT REQUIREMENTS.

1. Accounting for Personnel: As directed by the KO or his/her representative and based on instructions of the Theater Commander, the Contractor shall report its employees, including third country nationals, entering and/or leaving the area of operations by name, citizenship, location, Social Security number (SSN) or other official identity document number.
2. Force Protection: While performing duties in accordance with the terms and conditions of the contract, the Service will provide force protection to Contractor employees commensurate with that given to Service/Agency civilians in the operations area.

3. Conus Replacement Center (CRC):

A. CRC registration/scheduling.

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

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

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

(iv) The Contractor will coordinate reservations directly by requesting reservations online via the HRC website. You must have an Army Knowledge Online (AKO) account prior to requesting a CRC reservation.

(v) Reservations can be made by following the provided link to the HRC website:
https://perscomnd04.army.mil/CRC_Res.nsf

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

- (i) Grade
- (ii) Last name
- (iii) First Name
- (iv) SSN/Passport #
- (v) Gender (vii) Traveler Type
- (vi) E-mail Address
- (vii) Telephone#
- (viii) Report Date
- (ix) Is air transportation required to an OCONUS location immediately after CRC completion?
- (x) Major Command/Civilian Corp requesting reservation
- (xi) Have you registered in the Contractor Verification System (CVS)?
- (xii) Will you have a valid passport by CRC report Date?
- (xiii) Have you registered for a SPOT LOA?
- (xiv) Control number (if applicable)
- (xv) The authority for the individual to deploy.
- (xvi) A 24/7 corporate point of contact phone number and email address.

C. Contracts: CRC Website: Ft. Bliss, <http://www.bliss.army.mil/CRC/> webpage. Phone numbers are listed on the contacts

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

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

F. Central Processing and Departure Point

- (i) The U.S. Government (USG) is responsible for providing information on all requirements necessary for deployment. For any Contractor employee determined by the Government at the deployment-processing site to be non-deployable, the Contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided to meet the rescheduled deployment timeline as determined by the KO.
 - (ii) The KO shall identify to the Contractor all required mission training and the location of the required training. The Contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.
 - (iii) The KO shall inform the Contractor of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) training requirements and standards.
 - (iv) The Government will provide the Contractor employees with CDE familiarization training for the performance of mission essential tasks in designated high threat countries. This training will be commensurate with the training provided to Department of Defense civilian employees.
4. Reception, Staging, Onward Movement and Integration. Upon arrival in the area of operations, Contractor employees will receive Reception, Staging, Onward movement and Integration (RSO&I), as directed by the Theater Commander or his/her designated representative through the KO or his/her designated representative.
5. Health and Life Insurance. The Contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations. Insurance is available under the Defense Base Act and Longshoreman's and Harbor Workers Compensation Act administered by the Department of Labor.

H-30 5152.225-5902 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (JUN 2015)

1. The Contractor shall ensure the individuals they deploy are in compliance with the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy, including TAB A, Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR, unless a waiver is obtained in accordance with TAB C, CENTCOM Waiver Request. The current guidance is located at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>
2. The Contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit.
3. Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must be re-evaluated for fitness to deploy every 12 months IAW the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This allows an examination to be valid up to 90 days prior

to deployment. Once a deployment begins, the examination will only be good for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an updated medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment.

4. The Contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The Contractor shall include this information in all subcontracts with performance in the theater of operations.

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

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

7. Notwithstanding any other provision of the contract, the Contractor shall be liable for any and all medically-related services or patient movement rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/Financia1Management/Reports/rates2014.aspx>

(End of Clause)

H-31 5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS

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

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

The current list of immunization and vaccination requirements are available at <http://www.vaccines.mil>

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

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

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

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

3. All employees, Contractors and sub-contractors, involved in food service, water and/or ice production facilities must be prescreened prior to deployment and re-screened annually for signs and symptoms of infectious diseases. This includes a stool sample test for ova and parasites. Additionally, all employees, contractors and sub-contractors, will have completed: (1) the full

series of immunization for Typhoid and Hepatitis A (full series) immunizations per the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years); (2) the required TB tests; and (3) screening for Hepatitis Band C.

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

H-32 5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUN 2015)

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. Citi
APO/FPO/MPO/Postal Services	DFACs
Billeting	Excess I
CAAF	Fuel Aut
Controlled Access Card (CAC)	Govt Fu
Commissary	Military I
Diplomatic Post Office (DPO)	Mil Issue

None

Local National (LN) Employees:

APO/FPO/MPO/Postal Services

Billeting

CAAF

Controlled Access Card (CAC)

Commissary

Diplomatic Post Office (DPO)

DFACs

Excess Baggage

Fuel Authorized

Govt Furnished Meals

Military Banking

Mil Issue Clothing and Mil Issue Equipment

MILAIR

MWR

Mil Exchange

Non-CAFF

Transportation

APO is defined as Army Post Office, FPO is defined as Fleet Post Office. MPO is Military Post Office

CAAF is defined as Contractors Authorized to Accompany Forces.

DFAC is defined as Dining Facility

MILAIR is defined as Military Aircraft

MWR is defined as Morale, Welfare and Recreation

H-33 5152.225-5910 CONTRACTOR HEALTH AND SAFETY (DEC 2011)

1. Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications, and MIL Standards/Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure.

2. For existing employee living quarters the Contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the Contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. The Government has the authority to enter and inspect Contractor employee living quarters at any time to ensure the Prime Contractor is complying with safety compliance standards.

3. The Contractor shall correct all deficiencies within a reasonable amount of time of becoming aware of the deficiency either by notice from the Government or a third party, or by self-discovery of the deficiency by the Contractor. Further guidance can be found on:

UFC: http://www.wbdg.org/ccb.browse_cat.php?o=29&c=4

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

H-34 5152.225-5915 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (JUN 2014)

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

A. Unaccounted Personnel: It is the expectation of the U.S. Government that any Contractor brought into Afghanistan for the sole purposes of performance of work on a U.S. Government contract must be accounted for at all times by their respective employers. Additionally, Contractors who maintain living quarters on a U.S. Government base shall verify the location of each of its employees living quarters a minimum of once a month. If a DoD contracted employee becomes

missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employers chain of command or civilian equivalent.

B. Contractor Responsibilities: The Contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, Contractors may use the Operational Contracting Support Drawdown Cell as a resource to track or research employees last known location and/or to view LOAs. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayors criminal Investigative Division, and the Base Defense Operations Center (BDOC).

C. Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing persons identity through the employer. The Contractor shall provide the information to PRD within 12 hours of request. The required information the Contractor should keep on file includes but is not limited to: copy of the individuals Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

2. If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another Contractor or other non-mission related reasons, PRD will notify the Contractor. The Contractor shall ensure that all Government-related documents such as LOAs, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a) (8) of DFARS clause 252.225-7997 entitled Contractor Demobilization. Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the KO.

3. Contractors shall notify the KO, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur. Report the following information:

Contract Number

Contract Description & Location

Company Name Reporting party:

Name

Phone number

E-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location

Date and time

Other Pertinent Information

H-35 5152.225-5916 MANDATORY ELIGIBILITY FOR INSTALLATION ACCESS (OCT 2015)

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

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

3. To be eligible for installation access, Contractors and subcontractors at all tiers are required to register for installation access in the Joint Contingency Contracting System (JCCS) and are responsible for keeping the information in the this system updated at all times. Prime Contractors and subcontractors at any tier may verify their registration at <https://www.jccs.gov/jccscoe/> by

selecting the Vendors Login module and logging in with their user name and password. The offeror must be registered, approved, and eligible for installation access prior to award, and remain eligible for installation access for the life of the contract.

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

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

4. Installation access determinations arise from the Combatant Commander's inherent authority and are separate and distinct from any law, regulation, or policy regarding suspension and debarment authority. Contractor queries or requests for reconsideration related to U.S. or Coalition installation base access eligibility must be directed to the authority responsible for base access decisions.

H-36 SOFA Contract Clause

INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the publications tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause U.S. ROK Status of Forces Agreement (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command. United States Forces Korea (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components. Commander, United States Forces Korea (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations

Command (CDR UNC). USFK, Assistant Chief of Staff, Acquisition Management (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country Contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19). Responsible Officer (RO) means a senior DOD employee (such as a military ES and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate Contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the Contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The Contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The Contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited Contractors and technical representatives, including Contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited Contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for Contractor air crews flying Air Mobility Command missions, all U.S. Contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the Contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the Contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited Contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the Contractor in the performance of the contract and will not justify or excuse the Contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the Contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(2) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b) (1) of this clause are familiar with and comply with, all applicable:

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

(2) Treaties and international agreements;

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

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. off-limits), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All Contractor employees/dependents must have either a Korean drivers license or a valid international drivers license to legally drive on Korean roads, and must have a USFK drivers license to legally drive on USFK installations. Contractor employees /dependents will first obtain a Korean drivers license or a valid international drivers license then obtain a USFK drivers license.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The Contractor shall designate a representative to provide Contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non-emergency essential Contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for Contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

H-37 Contingency Conditions Clause

CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the publications tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause

U.S. ROK Status of Forces Agreement (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S. C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command. United States Forces Korea (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components. COMUSK means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC). USFK, Assistant Chief of Staff, Acquisition Management (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-

ROK SOFA as applied to US and Third Country Contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19). Responsible Officer (RO) means A senior DOD employee (such as a military ES and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK. Theater of operations means an area defined by the combatant commander for the conduct or support of specified operations.

Uniform Code of Military Justice means 10 U.S.C. Chapter 47

(b) General.

(1) This clause applies when Contractor personnel deploy with or otherwise provide support in the theater of operations (specifically, the Korean Theater of Operations) to U.S. military forces deployed/located outside the United States in

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations. The Contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations. (3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(i) When the Government provides medical 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.

(ii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b) (1) of this clause are familiar with and comply with, all applicable

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

(i) The Military Extraterritorial Jurisdiction Act may apply to Contractor personnel if Contractor personnel commit crimes outside the United States.

(ii) Under the War Crimes Act, United States citizens (including Contractor personnel) who commit war crimes may be subject to federal criminal jurisdiction.

(iii) When Congress formally declares war, Contractor personnel authorized to accompany the force may be subject to the Uniform Code of Military Justice.

(2) Treaties and international agreements;

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

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. off-limits), prostitution and human trafficking and curfew restrictions.

(e) Pre-deployment/departure requirements. The Contractor shall ensure that the following requirements are met prior to deploying/locating personnel in support of U.S. military forces in the Republic of Korea. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

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

(2) All Contractor personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. In the Republic of Korea, all Contractor employees subject to this clause shall comply with the same DoD immunization requirements applicable to Emergency Essential DoD civilians INCLUDING ANTHRAX IMMUNIZATION. The Government will provide, at no cost to the Contractor, any Korean theater-specific immunizations and/or medications not available to the general public.

(3) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center or CONUS personnel office if, applicable.

(4) Country and theater clearance is obtained for Contractor personnel. Clearance requirements are in DOD Directive 4500.54, Official Temporary Duty Abroad, DOD 4500.54-G, DOD Foreign Clearance Guide, and USFK Reg 1-40, United States Forces Korea Travel Clearance Guide. Contractor personnel are considered non-DOD personnel traveling under DOD sponsorship.

(f) Processing and departure points. Deployed Contractor personnel shall:

(1) Under contingency conditions or under other conditions as specified by the Contracting Officer, process through the deployment center designated in the contract, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met;

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

(3) If processing through a deployment center, process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) The Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b) (1) of this clause. The Synchronized Predeployment and Operational Tracker (SPOT) is the designated automated system to use for this effort. This accountability requirement is separate and distinct from the personnel accountability requirement listed in the U.S.ROK SOFAs Invited Contractor/Technical Representative Program (as promulgated in USFK Regulation 700-19).

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Contractors shall replace designated personnel within 72 hours, or at the Contracting Officers direction. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer and USFK Sponsoring Agency (see USFK Reg 700-19) upon request. The plan shall

(i) Identify all personnel who are subject to U.S. or Republic of Korea military mobilization;

(ii) Identify any exemptions thereto;

(iii) Detail how the position would be filled if the individual were mobilized; and

(iv) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b) (1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the COMUSK. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, the Combatant Commander, or the Sponsoring Agency shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons .

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the COMUSK. The COMUSK will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons

(i) Are adequately trained;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the COMUSK regarding possession, use, safety, and accountability of weapons and ammunition.

(iv) The use of deadly force by persons subject to this clause shall be made only in self-defense, except:

(v) Persons subject to this clause who primarily provide private security are authorized to use deadly force only as defined in the terms and conditions of this contract in accordance with USFK regulations and policies (especially, USFK

Regulation 190-50).

(vi) Liability for the use of any weapon by persons subject to this clause is solely the responsibility of the individual person and the Contractor.

(3) Upon redeployment or revocation by the COMUSK of the Contractors authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Evacuation. In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(1) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(m) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

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

(o) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph, in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed/stationed outside the United States in

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or exercises designated by the Combatant Commander.

(p) The Contracting Officer will discern any additional GFE, GFP or logistical support necessary to facilitate the performance of the enhanced requirement or necessary for the protection of Contractor personnel. These items will be furnished to the Contractor at the sole discretion of the Contracting Officer and may be provided only on a reimbursable basis.

(End of Clause)

*** END OF NARRATIVE 1 ***

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.202-1	Definitions.	2020-06		
52.203-3	Gratuities.	1984-04		
52.203-5	Covenant Against Contingent Fees.	2014-05		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-7	Anti-Kickback Procedures.	2020-06		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	2014-05		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-05		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-13	Contractor Code of Business Ethics and Conduct.	2021-11		
52.203-16	Preventing Personal Conflicts of Interest.	2020-06		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		

52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	2026-02
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12
52.208-9	Contractor Use of Mandatory Sources of Supply or Services. (Deviation 2026-O0038)	2026-02
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02
52.210-1	Market Research. (Deviation 2026-O0038)	2026-02

52.211-5	Material Requirements. (Deviation 2026-O0038)	2026-02
52.211-15	Defense Priority and Allocation Requirements.	2008-04
52.215-2	Audit and Records-Negotiation. (Deviation 2026-O0038)	2026-02
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation 2026-O0038)	2026-02
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	2011-08
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data- Modifications. (Deviation 2026- O0038)	2026-02
52.215-12	Subcontractor Certified Cost or Pricing Data. (Deviation 2026- O0038)	2026-02
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications. (Deviation 2026-O0038)	2026-02
52.215-14	Integrity of Unit Prices.	2021-11
52.215-15	Pension Adjustments and Asset Reversions. (Deviation 2026- O0038)	2026-02
52.215-17	Waiver of Facilities Capital Cost of Money.	1997-10
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits	2026-02

(PRB) Other Than Pensions.
(Deviation 2026-O0038)

52.215-19	Notification of Ownership Changes. (Deviation 2026-O0038)	2026-02
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications. (Deviation 2026-O0038)	2026-02
52.215-23	Limitations on Pass-Through Charges. (Deviation 2026-O0038)	2026-02
52.216-8	Fixed Fee.	2011-06
52.216-11	Cost Contract-No Fee.	1984-04
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02
52.219-7	Notice of Partial Small Business Set-Aside.	2020-11
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.219-9	Small Business Subcontracting Plan. (Deviation 2026-O0038)	2026-02
52.219-13	Notice of Set-Aside of Orders.	2020-03
52.219-16	Liquidated Damages-Subcontracting Plan. (Deviation 2026-O0038)	2026-02

52.219-33	Nonmanufacturer Rule. (Deviation 2026-O0038)	2026-02
52.222-1	Notice to the Government of Labor Disputes. (Deviation 2026- O0038)	2026-02
52.222-3	Convict Labor. (Deviation 2026- O0038)	2026-02
52.222-19	Child Labor-Cooperation with Authorities and Remedies. (Deviation 2026-O0038)	2026-03
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment. (Deviation 2026-O0038)	2026-02
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026- O0038)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation 2026- O0038)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026- O0038)	2026-02
52.222-41	Service Contract Labor Standards. (Deviation 2026- O0038)	2026-02
52.222-43	Fair Labor Standards Act and Service Contract Labor	2026-02

Standards-Price Adjustment
(Multiple Year and Option
Contracts). (Deviation 2026-
O0038)

52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements. (Deviation 2026-O0038)	2026-02
52.222-54	Employment Eligibility Verification. (Deviation 2026- O0038)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026- O0038)	2026-02
52.223-5	Pollution Prevention and Right-to- Know Information.	2024-05
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.224-1	Privacy Act Notification.	1984-04
52.224-2	Privacy Act.	1984-04

52.224-3	Privacy Training.	2017-01
52.225-14	Inconsistency between English Version and Translation of Contract.	2000-02
52.226-7	Drug-Free Workplace.	2024-05
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.227-1	Authorization and Consent.	2020-06
52.227-3	Patent Indemnity.	1984-04
52.227-9	Refund of Royalties.	1984-04
52.227-10	Filing of Patent Applications-Classified Subject Matter.	2007-12
52.228-3	Workers' Compensation Insurance (Defense Base Act).	2014-07
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas.	1984-04
52.228-5	Insurance-Work on a Government Installation.	1997-01
52.228-7	Insurance-Liability to Third Persons.	1996-03
52.229-3	Federal, State, and Local Taxes.	2026-02
52.229-6	Taxes-Foreign Fixed-Price Contracts.	2026-02
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-	2021-02

O0038)

52.230-2	Cost Accounting Standards. (Deviation 2026-O0038)	2026-02
52.230-4	Disclosure and Consistency of Cost Accounting Practices- Foreign Concerns. (Deviation 2026-O0038)	2026-02
52.230-6	Administration of Cost Accounting Standards. (Deviation 2026-O0038)	2026-02
52.232-1	Payments.	1984-04
52.232-8	Discounts for Prompt Payment.	2002-02
52.232-11	Extras.	1984-04
52.232-17	Interest.	2014-05
52.232-18	Availability of Funds.	1984-04
52.232-20	Limitation of Cost. (Deviation 2026-O0038)	2026-02
52.232-22	Limitation of Funds. (Deviation 2026-O0038)	2026-02
52.232-23	Assignment of Claims.	2014-05
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.232-40	Providing Accelerated Payments	2023-03

to Small Business
Subcontractors.

52.233-1	Disputes. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	1984-04
52.237-3	Continuity of Services.	1991-01
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02
52.240-92	Security Requirements. (Deviation 2026-O0038)	2026-02
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	2026-02
52.242-1	Notice of Intent to Disallow Costs.	1984-04
52.242-3	Penalties for Unallowable Costs. (Deviation 2026-O0038)	2026-02
52.242-5	Payments to Small Business Subcontractors.	2017-01
52.242-13	Bankruptcy.	1995-07
52.244-5	Competition in Subcontracting.	2024-08
52.244-6	Subcontracts for Commercial	2026-04

Products and Commercial
Services. (Deviation 2026-O0038)

52.245-1	Government Property.	2021-09
52.245-9	Use and Charges.	2012-04
52.246-25	Limitation of Liability-Services.	1997-02
52.247-68	Report of Shipment (REPSHIP).	2006-02
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	1984-04
52.249-2	Termination for Convenience of the Government (Fixed-Price).	2012-04
52.249-4	Termination for Convenience of the Government (Services) (Short Form).	1984-04
52.249-6	Termination (Cost- Reimbursement).	2004-05
52.249-8	Default (Fixed-Price Supply and Service).	1984-04
52.249-14	Excusable Delays.	1984-04
52.253-1	Computer Generated Forms. (Deviation 2026-O0038)	2026-02

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
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252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	2023-01		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.203-7003	Agency Office of the Inspector General.	2019-08		
252.203-7004	Display of Hotline Posters.	2023-01		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01		
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	2023-01		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-00013 REVISION 1)	2024-05	Deviation 2024- 00013	2024-05
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05		
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	2023-01		

252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05
252.215-7002	Cost Estimating System Requirements.	2025-01
252.222-7002	Compliance with Local Labor Laws (Overseas).	1997-06
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	2023-01
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09
252.225-7001	Buy American and Balance of Payments Program.	2024-02
252.225-7002	Qualifying Country Sources as Subcontractors.	2022-03
252.225-7004	Report of Intended Performance Outside the United States and Canada -Submission after Award.	2024-07
252.225-7005	Identification of Expenditures in the United States .	2005-06
252.225-7006	Acquisition of the American Flag.	2022-12

252.225-7012	Preference for Certain Domestic Commodities.	2022-04		
252.225-7013	Duty-Free Entry.	2025-08		
252.225-7036	Buy American-Free Trade Agreements--Balance of Payments Program.	2024-02		
252.225-7041	Correspondence in English.	1997-06		
252.225-7048	Export-Controlled Items.	2013-06		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01		
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	2023-01		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06		
252.225-7995	Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEVIATION 2017-O0004)	2017-09	Deviation 2017- O0004	2017-09
252.225-7997	Contractor Demobilization (DEVIATION 2013-O0017)	2013-08	Deviation 2013- O0017	2013-08
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01		

252.226-7003	Drug-Free Work Force.	2024-08
252.227-7013	Rights in Technical Data-Other Than Commercial Products and Commercial Services.	2025-08
252.227-7015	Technical Data-Commercial Products and Commercial Services.	2025-01
252.227-7016	Rights in Bid or Proposal Information.	2025-01
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished	2025-01
252.227-7027	Deferred Ordering of Technical Data or Computer Software.	1988-04
252.227-7030	Technical Data-Withholding of Payment.	2000-03
252.227-7037	Validation of Asserted Restrictions on Technical Data.	2025-01
252.227-7038	Patent Rights-Ownership by the Contractor (Large Business)	2012-06
252.227-7039	Patents--Reporting of Subject Inventions.	1990-04
252.232-7010	Levies on Contract Payments.	2006-12
252.233-7001	Choice of Law (Overseas).	1997-06
252.235-7003	Frequency Authorization.	2014-03
252.237-7010	Prohibition on Interrogation of Detainees by Contractor	2023-01

Personnel.

252.239-7000	Protection Against Compromising Emanations.	2019-10
252.239-7001	Information Assurance Contractor Training and Certification.	2008-01
252.239-7010	Cloud Computing Services.	2023-01
252.239-7018	Supply Chain Risk.	2022-12
252.242-7004	Material Management and Accounting System.	2025-01
252.242-7005	Contractor Business Systems.	2025-01
252.242-7006	Accounting System Administration.	2025-01
252.243-7001	Pricing of Contract Modifications.	1991-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	2023-11
252.244-7001	Contractor Purchasing System Administration.	2025-01
252.245-7003	Contractor Property Management System Administration	2025-01
252.245-7005	Management and Reporting of Government Property.	2024-01

252.246-7003	Notification of Potential Safety Issues.	2023-01
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	2010-10
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.216-18	Ordering.	2020-08		

Ordering (Aug 2020)

(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 TO BE DETERMINED AT THE TASK ORDER LEVEL through TO BE DETERMINED AT THE TASK ORDER LEVEL[insert dates].

(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) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations. 1995-10

Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than N/A[insert dollar figure or quantity], 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 \$800,000,000.00[insert dollar figure or quantity];

(2) Any order for a combination of items in excess of \$800,000,000.00[insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within contract period of performance days that together call for quantities exceeding the limitation in paragraph (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 Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-32	Task-Order and Delivery-Order Ombudsman.	2019-09
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Task-Order and Delivery-Order Ombudsman (Sept 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract. Lane Gary Army Contracting CommnadSurveillance Loop Bldg. 6001 Aberdeen Proving Ground, MD21005-1846Lane.m.gary.civ@army.mil 443-861-5339 [[Contracting Officer to insert name, address, telephone number, and email address for the Agency Ombudsman or provide the URL address where this information may be found.]

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

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

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

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

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

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

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

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

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

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

[Contracting Officer check as appropriate.]

[X] By the end of the base term of the contract and then by the end of each subsequent option period; or

[] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

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

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.222-2 Payment for Overtime Premiums. 2026-02
(Deviation 2026-O0038)

Payment for Overtime Premiums (Feb 2026) (Deviation 2026-O0038)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed * \$0.00 or the overtime premium is paid for work-

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

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

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

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

(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.

* Insert either "zero" or the dollar amount agreed to during negotiations.

(End of clause)

52.222-42	Statement of Equivalent Rates for Federal Hires.	2014-05
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Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

Employee Class	Monetary Wage-Fringe Benefits	
TO BE DETERMINED AT THE TASK ORDER LEVEL		_____
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

(End of clause)

52.222-49	Service Contract Labor Standards-Place of Performance Unknown. (Deviation 2026- O0038)	2026-02
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Service Contract Labor Standards-Place of Performance Unknown (Feb 2026) (Deviation 2026-O0038)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: TO BE DETERMINED AT THE TASK ORDER LEVEL [insert places or areas]. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by TO BE DETERMINED AT THE TASK ORDER LEVEL[insert time and date].

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

(End of clause)

52.242-4	Certification of Final Indirect Costs.	1997-01
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Certification of Final Indirect Costs (Jan 1997)

(a) The Contractor shall-

(1) Certify any proposal to establish or modify final indirect cost rates;

(2) Use the format in paragraph (c) of this clause to certify; and

(3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

(b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.

(c) The certificate of final indirect costs shall read as follows:

Certificate of Final Indirect Costs

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to

which the final indirect cost rates will apply; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

(End of clause)

52.247-1	Commercial Bill of Lading	2006-02
	Notations.	

Commercial Bill of Lading Notations (Feb 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the TO BE DETERMINED AT THE TASK ORDER LEVEL[[name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the TO BE DETERMINED AT THE TASK ORDER LEVEL[[name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. TO BE DETERMINED AT THE TASK ORDER LEVEL[. This may be confirmed by contacting TO BE DETERMINED AT THE TASK ORDER LEVEL[TO BE DETERMINED AT THE TASK ORDER LEVEL[TO BE DETERMINED AT THE TASK ORDER LEVEL[[Name and address of the contract administration office listed in the contract].

(End of clause)

52.247-63	Preference for U.S.-Flag Air Carriers.	2025-01
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Preference for U.S.-Flag Air Carriers (Jan 2025)

(a) Definitions. As used in this clause-

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

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

U.S.-flag air carrier means an entity granted authority to provide air transportation in the form of a certificate of public convenience and necessity under 49 U.S.C. 41102.

(b) U.S. Government-financed international air transportation. 49 U.S.C. 40118, Government-financed air transportation (commonly referred to as the Fly America Act), requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the General Services Administration to issue regulations that, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such

services.

(c) Use of U.S.-flag carriers for international air transportation. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(d) Statement of unavailability of U.S.-flag air carriers. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation) TO BE DETERMINED AT THE TASK ORDER LEVEL [_____] [State reasons]:

(End of statement)

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of clause)

52.248-1	Value Engineering. (Deviation 2026-O0038)	2026-02
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Value Engineering (Feb 2026) (Deviation 2026-O0038)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) of this clause.

(b) Definitions.

Acquisition savings, as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include-

- (1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
- (2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
- (3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

Collateral costs means agency costs of operation, maintenance, logistic support, or Government-furnished property.

Collateral savings, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

Contracting office includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

Contractor's development and implementation costs, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

Future unit cost reduction, as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either-

- (1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or
- (2) To the calculation of a lump-sum payment, which cannot later be revised.

Government costs, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

Instant contract, as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

Instant unit cost reduction means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

Negative instant contract savings means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

Net acquisition savings means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

Sharing base, as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

Unit, as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

Value engineering change proposal (VECP) means a proposal that-

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change-

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (8) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon-

(1) This contract's type (fixed-price, incentive, or cost-reimbursement);

(2) The sharing arrangement specified in paragraph (a) of this clause (incentive, program requirement, or a combination as delineated in the Schedule); and

(3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

Contractor's Share of Net Acquisition Savings (Figure in Percent)				
Sharing arrangement				
Contract Type	Incentive (Voluntary)		Program Requirement	
(Mandatory)				
	Instant Contract Rate		Concurrent and Future Contract	
Rate	Instant Contract Rate		Concurrent and Future Contract Rate	
	Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)			
	*50	*50	25	25
	Incentive (fixed-price or cost) (other than award fee)			(**)
*50	(**)	25		
	Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts)			
	***25	***25	15	15

* The Contracting Office may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

** Same sharing arrangement as the contract's profit or fee adjustment formula.

*** The Contracting Office may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see paragraph (i)(4) of this clause). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting

from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) of this clause). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall-

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts-add to contract price.

(ii) Cost-reimbursement contracts-add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with paragraph (h)(5) of this clause. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by-

(i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and

(ii) Multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by-

(i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;

(ii) Subtracting any Government costs or negative instant contract savings not yet offset; and

(iii) Multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see paragraph (h)(3) of this clause) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with section 48.104-4 of the Federal Acquisition Regulation (FAR), the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract-valued at or above the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments, provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract TO BE DETERMINED AT THE TASK ORDER LEVEL[, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is

otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02
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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(es):

<https://www.acquisition.gov> <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html> ____
[Insert one or more Internet addresses]

(End of clause)

52.252-4	Alterations in Contract.	1984-04
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Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

TO BE DETERMINED AT THE TASK ORDER LEVEL ____

(End of clause)

52.252-6 Authorized Deviations in Clauses. 2020-11

Authorized Deviations in Clauses (Nov 2020)

(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 Federal Acquisition Regulation Supplement[insert regulation name] (48 CFR Chapter 2)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements.	2025-11		

CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL

CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) Definitions. As used in this clause-

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means-

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status-

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status-

(i) Not older than 1 year for Final Level 1 (Self), with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with-

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alphanumeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) Framework. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) Duplication. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) Requirements. The Contractor shall-

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: TO BE DETERMINED AT THE TASK ORDER LEVEL[Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC) for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming

official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (<https://piee.eb.mil>) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) Reporting. The Contractor shall-

(1) Submit to the Contracting Officer-

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) Subcontracts. The Contractor shall-

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e) (1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf

items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

252.211-7003	Item Unique Identification and	2023-01
	Valuation.	

ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

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

"Concatenated unique item identifier" means-

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

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

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

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

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

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

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

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

"Government's 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 Contractor's 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 Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

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

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

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

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

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

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

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

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

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

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

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

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

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.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) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

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

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

Contract Line, Subline, or

Exhibit Line Item Number Item Description

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

(If items are identified in the Schedule, insert "See Schedule in this table.")

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparables as specified in Attachment Number _____.

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

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

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

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

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

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

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

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC

Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

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

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

(5) Unique item identifier.

(i) The Contractor shall-

(A) Determine whether to-

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code-

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

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

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this

contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods-

(i) Use of the embedded items capability in WAWF;

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

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

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

(End of clause)

252.232-7007	Limitation of Government's Obligation.	2014-04
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LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) TO BE DETERMINED AT THE TASK ORDER LEVEL[[Contracting Officer insert after negotiations] is/are incrementally funded. For this/these item(s), the sum of \$ TO BE DETERMINED AT THE TASK ORDER LEVEL[[Contracting Officer insert after negotiations] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on

those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$ _____
(month) (day), (year) _____	\$ _____
(month) (day), (year) _____	\$ _____
(month) (day), (year) _____	\$ _____

(End of clause)

252.234-7002	Earned Value Management System.	2025-01
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EARNED VALUE MANAGEMENT SYSTEM (JAN 2025)

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

"Acceptable earned value management system" means an earned value management system that generally complies with system criteria in paragraph (b) of this clause.

"Earned value management system" means an earned value management system that complies with the earned value management system guidelines in the ANSI/EIA-748.

"Material weakness" means a deficiency or combination of deficiencies in the internal control over information in contractor business systems, such that there is a reasonable possibility that a material misstatement of such information will not be prevented, or detected and corrected, on a timely basis. A reasonable possibility exists when the likelihood of an event occurring is-

(1) Probable; or

(2) More than remote but less than likely (section 806 of Pub. L. 116-283).

(b) System criteria. In the performance of this contract, the Contractor shall use-

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(c) If this contract has a value of \$50 million or more, the Contractor shall use an EVMS that has been determined to be acceptable by the Cognizant Federal Agency (CFA). If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (b)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(d) If this contract has a value of less than \$50 million, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

(e) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$50

million or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after-

- (1) Contract award;
- (2) The exercise of significant contract options; and
- (3) The incorporation of major modifications.

During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(g) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (b) of this clause.

(h) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(i) Material weaknesses.

(1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any material weaknesses. The initial determination will describe the underlying deficiency in sufficient detail to allow the Contractor to understand the weakness or deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies material weaknesses in the Contractor's EVMS. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning-

(i) Remaining material weaknesses;

(ii) The adequacy of any proposed or completed corrective action;

(iii) System noncompliance, when the Contractor's existing EVMS fails to comply with the earned value management system guidelines in the ANSI/EIA-748; and

(iv) System disapproval, if initial EVMS validation is not successfully completed within the timeframe approved by the Contracting Officer, or if the Contracting Officer determines that the Contractor's earned value management system contains one or more material weaknesses in high-risk guidelines in ANSI/EIA-748 standards (guidelines 1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32). When the Contracting Officer determines that the existing earned value management system contains one or more material weaknesses in one or more of the remaining 16 guidelines in ANSI/EIA-748 standards, the Contracting Officer will use discretion to disapprove the system based on input received from functional specialists and the auditor.

(4) If the Contractor receives the Contracting Officer's final determination of material weaknesses, the Contractor shall, within 45 days of receipt of the final determination, either correct the material weaknesses or submit an acceptable corrective action plan showing milestones and actions to eliminate the material weaknesses.

(j) Withholding payments. (1) If the Contracting Officer makes a final determination to disapprove the Contractor's EVMS, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(k) Subcontracts. With the exception of paragraphs (i) and (j) of this clause, the Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at \$50 million or more, the following subcontractors shall comply with the requirements of this clause:

[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

TO BE DETERMINED AT THE TASK ORDER LEVEL[

(2) For subcontracts valued at less than \$50 million, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (c) of this clause:

[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

(End of clause)

252.237-7023	Continuation of Essential Contractor Services.	2010-10
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CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) Definitions. As used in this clause-

(1) "Essential contractor service" means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) "Mission-essential functions" means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. These services are listed in attachment TO BE DETERMINED AT THE TASK ORDER LEVEL[, Mission-Essential Contractor Services, dated ____.

(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 section 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)

252.251-7000	Ordering From Government	2012-08
	Supply Sources.	

ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement:

Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents

are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall-

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall-

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (include point of contact and telephone number):

TO BE DETERMINED AT THE TASK ORDER LEVEL[____]

Government Remittance Address (include point of contact and telephone number):

TO BE DETERMINED AT THE TASK ORDER LEVEL[____]

(End of clause)

Section K - Representations, Certification, & Other Statements

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-00038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of	2022-08		

China.

252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region- Representation.	2023-06
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government.	1995-06

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-2	Certificate of Independent Price Determination.	1985-04		

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a

sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

Responsibility Matters.
(Deviation 2026-O0038)

Information Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been

the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.209-13	Violation of Arms Control Treaties or Agreements- Certification. (Deviation 2026- O0038)	2026-02
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Violation of Arms Control Treaties or Agreements-Certification (Feb 2026) (Deviation 2026-O0038)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

☐ (1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

☐ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless-

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06
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Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020)

(a) Definitions. As used in this provision-

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It ☐ is ☐ is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [Offeror must select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any

resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

52.230-1	Cost Accounting Standards	2026-02
	Notices and Certification.	
	(Deviation 2026-O0038)	

Cost Accounting Standards Notices and Certification (Feb 2026) (Deviation 2026-O0038)

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 the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.205(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) ☐ Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official
Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) ☐ Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official
Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) ☐ Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) ☐ Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ Yes ☐ No
(End of provision)

52.230-7	Proposal Disclosure-Cost	2005-04
	Accounting Practice Changes.	

Proposal Disclosure-Cost Accounting Practice Changes (Apr 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked "Yes" above, the offeror shall-

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [] will [] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if

known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Section L - Instructions, Conditions, & Notices to Offerors or Quoters

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:

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

L-1 52.204-7 System for Award Management-Registration. (Deviation 2026-O0038) 2026-02

L-2 52.211-15 Defense Priority and Allocation Requirements 2005-04

L-3 52.215-1 Instructions to Offerors-Competitive Acquisition. (Deviation2026-O0038) 2026-02

L-4 52.215-16 Facilities Capital Cost of Money 2003-06

L-5 52.215-22 Limitations on Pass-Through Charges-Identification of Subcontract Effort.
(Deviation 2026-O0038) 2026-02

L-6 52.233-2 Service of Protest. (Deviation 2026-O0038) 2026-02

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

Army Contracting Command- APG
Huachuca Division

Attention: Adelina J. Kostur, Contracting Officer

2133 Cushing Street, Building 61801, 2637

Fort Huachuca, AZ 85613-7070

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO. (End of Provision)

L-7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE 1998-02

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 his/these address(es):

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of Provision)

L-8 52.252-5 Authorized Deviations in Provisions 2020-11

(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 Provision)

L-9 FORMAL COMMUNICATIONS

1. The points of contact for this solicitation are the Contracting Officer, Mrs. Adelle Kostur at adelina.j.kostur.civ@army.mil, and the Contract Specialist, Mrs. Maren Marcy, at maren.b.marcy.civ@army.mil. All questions pertaining to this solicitation and its attachments should be sent via email to the Contracting Officer and Contract Specialist. The applicable Performance Work Statement (PWS) paragraph number and solicitation reference shall precede all questions.

2. The solicitation, amendments, notices and other information will be made available on the Procurement Integrated Enterprise Environment (PIEE) Solicitation module at <https://piee.eb.mil>

3. Offerors are advised to join the vendor notification service on the PIEE website, and request e-mail notification of updates, changes and additions to the solicitation. Offerors are cautioned that the email notification system may not operate consistently.

Therefore, Offerors are advised to monitor the website continuously to obtain information in a timely manner.

L-10 INSTRUCTIONS FOR PROPOSAL PREPARATION

1. PROPOSAL SUBMISSION:

A. Electronic submission of the proposal is mandatory, in accordance with the due date and time listed in the Request for Proposals (RFP). Each Offeror shall submit only one proposal, which addresses all Government requirements outlined in the solicitation. Offerors shall submit the proposals, 30 October 2026 by 4:00pm AZ time. Offerors must ensure that Past Performance references return the Past Performance Questionnaire by the due date and time for proposal submission. The use of hyperlinks in proposals is prohibited. Video submissions are not permitted. Proposals shall not contain classified data.

B. Proposals shall be sent electronically using the Department of Defense Safe Access File Exchange (DOD SAFE) web portal.

The DOD SAFE website is located at://safe.apps.mil

The features of DOD SAFE include:

1. 8GB total file size limitation per drop-off (file package).
2. Multiple files can be sent per drop-off. Maximum of 25 files.
3. Guest users (users without DoD CACs) can only send solicited drop-off packages. This requires CAC users to request a drop-off package.

4. Files can be sent to multiple recipients (CAC card holders only).

5. Recipients have seven (7) days to retrieve a file. After seven (7) days the file package will be deleted from the site.

Please note that files transferred via DOD SAFE must be unclassified. Files containing Personally Identifiable Information (PII), Protected Health information (PHI), or Sensitive/ Controlled Unclassified Information (CUI) data must be encrypted and marked in the upload process.

For more information/instructions on DOD SAFE, please view the Help section of the DOD SAFE website.

When Offerors are ready to upload and send files:

1. Send an e-mail to the Contracting Officer and Contract Specialist indicating that your proposal is ready for upload.

a. The Government will request a Drop-off on behalf of the Offeror to DOD SAFE. This initiates the process to enable non-CAC holders to utilize DOD SAFE.

b. Once the Government initiates the request for Drop-off, the Government will receive a confirmation notice that the request has been sent to the email address provided by Offeror. This confirmation will be captured and sent to the Offeror directly. It contains the information required for the Offeror to submit its documentation prior to receiving formal notification from DOD SAFE.

c. Allow up to 24 hours for DOD SAFE to provide formal notification.

d. Once you receive your drop-off package request, go to the link identified in the formal request sent by DOD SAFE, or in the Confirmation data provided by the Government after the drop-off has been requested.

e. In DOD SAFE, ensure access is provided to Mrs. Adelle Kostur at adelina.j.kostur.civ@army.mil, and Contract Specialist, Mrs. Maren Marcy, at maren.b. marcy.civ@army.mil

f. Attempts to email the proposals directly in full or in part will not constitute proposal delivery. Offerors are cautioned not to wait until the last minute to upload proposal documents in case of system error or failure. This could result in late submissions, see L-10.2 below. It is incumbent upon the Offeror to ensure timely submittal and receipt of proposals.

2. LATE SUBMISSION. The date and time on the email from the DOD SAFE website will be used to determine whether the electronic submission is timely. Late submissions will not be considered in accordance with FAR 52.215-1.

3. PERIOD FOR ACCEPTANCE OF OFFERS. The Offeror agrees to hold firm the prices in its offer for 180 calendar days from the date specified for receipt of offers.

4. ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS. Should amendments be issued to this solicitation, the Offeror shall acknowledge by signing the Standard Form (SF) 30 entitled Amendment of Solicitation/Modification of Contract and include it in the GENERAL volume of the proposal submission.

5. QUESTIONS. The Offeror's questions shall be submitted directly to the Contracting Specialist and Contracting Officer, via e-mail, not later than 1 September 2026 by 4:00pm AZ time. Questions received after this date may or may not be answered.

L-11 DISCUSSIONS

AWARD WITHOUT DISCUSSIONS:

In accordance with contract provision 52.215-1, INSTRUCTIONS TO OFFERORS COMPETITIVE ACQUISITION (Jan 2017), the Government intends to award a contract without discussions, but reserves the right to hold discussions, if necessary. Since Offerors may correct deficiencies, as defined in FAR 15.001, only through discussions, Offerors are cautioned to examine this solicitation in its entirety and to ensure that their proposals contain all necessary information, provides all required documentation, and are complete in all aspects. The Government reserves the right to conduct discussions as set forth in FAR 15.306(b).

L-12 PROPOSAL STRUCTURE

1. In order to be considered for selection, the Offeror must submit a complete response to this solicitation using the sequence and format instructions provided in L-13. All information pertaining to each Volume and Factor shall be confined to the appropriate proposal volume in order to facilitate independent evaluation. Proposals shall be clear and concise, logically assembled (with all pages appropriately numbered) and indexed and cross-indexed to applicable parts of the Performance Work Statement or Request for Proposal, as appropriate. To reduce proposal size, the Offeror shall confine submission to essential matters sufficient to define the proposal and provide an adequate basis for evaluation. No cost information shall be presented in any part of the proposal except the cost proposal. Proposal volumes shall not contain classified data. ZIPPED FILES are NOT permitted.

2. The Offeror's proposal shall consist of five volumes. The volumes are:

1 - General

2 - Technical Factor

3 - Past Performance Factor

4 - Cost/Price Factor

5 - Small Business Participation Factor

L-13 FORMAT

1. PROPOSAL SUBMISSION. Each Offeror's proposal shall be provided in Microsoft Office products (acceptable MS Excel file extension is .xlsx, acceptable MS Word file extension is .docx, and acceptable MS Project file extension is .mpp). Adobe Acrobat shall be used to create the PDF files. Do not password protect any document. Offerors shall submit proposal files under the associated filenames and file formats identified in Table L1 below. Security permissions on ".pdf," ".xlsx," and ".docx" files shall be set to allow the Government to search, select, cut, paste, and print text and graphics. If proposals contain graphics or images etc that cannot be searched please include reference to them in the table of contents. All MS Excel formulas and hidden columns shall be viewable by the evaluators. Each volume shall be labeled appropriately. For Volume 2, each sub-factor shall be submitted as its own document.

2. PAGINATION. Applicable to Volumes 1 through 5. All pages of the proposal shall be numbered using a uniform page numbering system consisting of the date, solicitation number, volume number, and volume title on each page of the proposal (this information may be included in a header/footer). Page numbers, Company logo, headers, and footers may be outside the page margins, and are not bound by the font, color and point size requirement.

3. PAGE LIMIT. Proposal page limitations are applicable to this procurement. Table L1 below indicates the applicable maximum page count for each volume and file of the Offeror's proposal. Files shall be submitted in the format indicated in the table. MS Word (.docx) files shall use the following page set-up parameters:

Margins Top, Bottom, Left, Right-1"

Gutter-0"

From Edge Header, Footer-0.5"

Page Size, Width-8.5"

Page Size, Height-11"

Fold-outs are limited up to 11" x 17" and are permissible for Volume 2 and 4 only. Portrait format or landscape format with a standard 12-point minimum font size applies. Arial font is required and Black is the print type. Fold-outs pages will be counted as one page.

The following additional restrictions apply:

Line spacing shall be no less than single space. Each paragraph shall be separated by at least one blank line. A standard, 12-point minimum font size applies. Arial font is required and Black is the print type. Characters shall be set at no less than normal spacing and 100 percent scale. For tables and illustrations, Offerors may use a Times New Roman or Arial font size not less than 10-point and may be landscape. Footnotes to text shall not be used. If the Offeror submits annexes, appendices, attachments, or other documentation not specifically required by this solicitation, such will count against the Offerors page limitations unless otherwise indicated in the specific Volume instructions below. Pages in violation of these instructions, either by exceeding margin, font, or spacing restrictions, or by exceeding the total page limit for a particular volume or file will not be evaluated. Pages not evaluated due to violation of the margin, font, or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they are displayed in the print layout view.

4. Page Limit Exceptions. The following documents are excluded from the page limitation requirements as described in the table below and, further, do not require page numbering: table of contents, compliance matrices, indices, list of tables, glossary of abbreviations, staffing worksheets, Past Performance List of References, and the Cost Volume, all Excel worksheets and all pdf documents.

5. Offerors are cautioned not to include prices in any volume other than Volume 4, Cost. Offerors shall provide a "sanitized" and "unsanitized" version of Volume 2, Technical Factor. An "Unsanitized" Technical Volume is a complete Technical proposal that include all required information. A "Sanitized" Technical Volume is a complete Technical proposal that includes all required information but excludes all company names and any other identifying information.

TABLE L1: Proposal Page Limitations

	Volume 1 GENERAL	
Title	Page Limit	File Name
General*(Section L-14 items A through G, item I, and item K)	No Limit	V1 - General.docx
Adequate Business Systems*	No Limit	V1- Systems.pdf
Small Business Subcontracting Plan* (Required for Other than Small Business Only)	No Limit	V1 - SBSP.pdf
Joint Venture (JV)/Teaming	No Limit	V1- Teaming.xlsx

Arrangement*		
Quality Control Plan*	25 pages	V1- QualityControl.docx
Solicitation	N/A	V1 - Solicitation.pdf
Amendments (if applicable)	N/A	V1 - Amend000X.pdf
Financial Responsibility	No Limit	V1 - FinancialResp.pdf
Proposal Adequacy Checklist (DFARS 252.215-7009)	No Limit	V1 - PropAdeChecklist.pdf
DD254	No Limit	V1 - DD254.docx
Subfactor A Sample Tasks	Volume 2 Technical Factor	-
Title	Page Limit	File Name
Sample Task 1 Approach*		V2 - SampleTask1.docx

(includes Quality Control and Risk Mitigation approach specific to this task	30 pages for "sanitized" version and 30 pages of "unsanitized" version	
Sample Task 1 WBS (includes BOE)	No Limit	V2 - SampleTask1WBS.xlsx -
Sample Task 1 Schedule	No Limit	V2 - SampleTask1Schedule.mpp
Sample Task 2 Approach* (includes Quality Control and Risk Mitigation approach specific to this task	30 pages for "sanitized" version and 30 pages of "unsanitized" version	V2 - SampleTask2.docx -
Sample Task 2 WBS (includes BOE)	No Limit	V2 - SampleTask2WBS.xlsx
Sample Task 2 Schedule	No Limit	V2 - SampleTask2Schedule.mpp
Sample Task 3 Approach* (includes Quality Control and Risk Mitigation approach specific to this task	30 pages for "sanitized" version and 30 pages of "unsanitized" version	V2 - SampleTask3.docx

Sample Task 3 WBS (includes BOE)	No Limit	V2 - SampleTask3WBS.xlsx
Sample Task 3 Schedule	No Limit	V2 - SampleTask3Schedule.mpp
Subfactor B Management		
Management Plan*	30 pages	V2 - Management.docx
Recruitment and Retention	10 pages for Prime 5 pages per Sub**	V2 - SkilledWorkForce.docx
Volume 3 Past Performance Factor		
Past Performance Reference List (PART A)	Prime Offeror: Section J Attachment 0062 Past Performance Reference List (PART A), provide no less than 3, but no more than 5 referenced contracts. Major Sub-Contractor**: Section J Attachment 0062 Past Performance Reference List (PART A),	V3 - PP PartA.docx

	provide no less than 2, but no more than 3 referenced contracts.	
Past Performance Information Summary (PPIS) (PART B)	Prime Offeror: Section J Attachment 0063 Past Performance Information Summary (PPIS) (PART B). Five (5) page limit per referenced contract. Major Sub-Contractor**: Section J Attachment 0063 Past Performance Information Summary (PPIS). Part B. Five (5) page limit per referenced contract.	V3 - PP PartB.docx
Past Performance Questionnaire	Section J Attachment 0064 Past Performance Questionnaire	V3 - PPQuestionnaire.docx
Contractor Consent Letter /Client Authorization Letter	No Limit	V3 - ConsentLetter.pdf
Volume 4 Cost/Price Factor		

CONUS/High CONUS /OCONUS Labor Rates	No Limit	V4 - TEISLaborRates.xlsx
Pricing Methodology*	No Limit	V4 -PriceMeth.docx
Volume 5 Small Business Participation Factor		
Small Business Participation* (Required for all Offerors)	15 pages	V5 - SBP.docx
Small Business Participation Commitment Document (SBPCD)	Section J Attachment 0066 SBPCD Template Only (no Additional pages permitted)	V5 - SBPCD.docx
Small Business Concerns (SBC)	10 pages	V5 - SBC.docx

*Note: Those files marked with an asterisk can include the following pages to be within the proposal volume: Table of Contents, Glossary of Abbreviations, and checklist(s). These pages do not apply to the page limitations.

**Note: Major subcontractor is defined as a subcontractor anticipated to perform 10 percent or more of the total contract value.

6. Proposal Revisions. If discussions are determined necessary, all proposal revisions shall be submitted as a complete electronic resubmission of the affected electronic file. Electronic resubmissions shall conform to the guidance provided herein, unless otherwise stated.

A. Evaluation Notices (ENs) Response. The Government will issue ENs via email. Detailed instructions for response and submission will be provided at time of issuance of the EN. The Offeror's responses to ENs shall include any change page(s) necessary to the proposal. The revision (electronic page change) shall be attached to the electronic responses and submitted to the Government via the designated email address.

B. Each revision (electronic page change) shall be identified by date and revision number in the footer. New or changed information shall be identified by a vertical line in the margin next to the change or addition and by using redline and strikeout features.

C. The due date for the revised volume(s) will be provided and coordinated, via e-mail, through the Contracting Officer, Adelina Kostur, at Adelina.j.kostur.civ@army.mil and the Contract Specialist, Maren Marcy, at maren.b.marcy.civ@army.mil. The file name for the revised electronic version shall be entitled with the revision number. For example, the first time Volume 2 is updated, the filename shall be V2- Contracts.docx and the second update will be V2- Contractsv2.docx.

L-14 CONTENT

1. Volume 1 General

A. Proposal Transmittal Letter. A letter formally transmitting the proposal shall include the following:

1. Statement of Compliance. Each Offeror shall include a statement indicating complete compliance with the solicitation, or detailed analysis of any objections, exceptions, contingencies, or additions. Any objections, exceptions, contingencies, or additions shall include an appropriate rationale and must be cross referenced to the particular paragraph(s) in the solicitation document to which they apply. Offerors are cautioned that they take exception to any requirements (including objectives and constraints) or Terms and Conditions of the solicitation at their own risk. The Government may, at its option, reject an offer which contains any such exceptions. Nonetheless, any exception taken by the Offeror, at its own risk, shall be identified in the Statement of Compliance.

If no exceptions are taken, the Offeror shall include the following statement in the Statement of Compliance: [Name of Offeror] takes no exception to any requirement or Terms and Conditions of Solicitation No. W91RUS27RA001, USAISEC TEIS IV.

2. Proprietary Information. Each Offeror shall include a statement indicating whether the Offeror intends to make use of any proprietary or patent information. In the event that use of such information is anticipated, the specific areas of use by the Offeror and its subcontractors must be clearly defined, including the level of rights that are applicable. Each Offeror shall indicate the cost to the Government for acquisition of each and all proprietary information identified in the proposal. Each Offeror shall carefully complete the appropriate representations and certifications, keeping in mind the above requirements.

B. Format and Content. Each Offeror shall describe any deviations of its proposal from the specified format. If the content of the Offeror's proposal differs significantly from these guidelines, Offerors shall state the differences and explain the reason for the differences.

C. DoD Security Clearance. The National Industrial Security System (NISS), maintained by the Defense Counterintelligence and Security Agency (DCSA), is the repository of information about DoD cleared contractor facilities. Each Offeror shall provide, as part of its proposal, a screenshot from the National Industrial Security Program (NISP) Central Access Information Security System (NCAISS) that verifies the Offeror's Facility Clearance Level and safeguarding capability of the NISP contractor. If an Offeror has an alternative business arrangement, such as a Joint Venture (JV), either the JV or each JV member may provide a screenshot from the Industrial Security Facilities Database (ISFD) system verifying the JV or its members Facility Clearance Level and safeguarding capability. To access the system, enter the following URL in the browser: <https://ncaiss.dss.mil/dss-caclogin/cert/login>

If you need assistance, then please call the DoD Security Services Call Center at 888-282-7682, options 2 and then 2. Include a statement certifying that all personnel employed to perform under the resultant contract meet the qualifications (to include the requisite security clearances, and National Agency Checks) in the DD Form 254 - Contract Security Classification Specification at Section J, as of the performance start date. Along with this statement please provide the following for both the Prime and Subcontractor(s):

Unique Entity Identifier

Cage Code

Legal Company Name (identify all aka or dba names used also)

Complete physical address of cleared facility, which will have primary security responsibility

Facility Clearance Level

D. DCMA and DCAA Points of Contact. Each Offeror shall provide its cognizant field office information to include the point of contact's name, address, phone number, and e-mail address. Offerors shall include this information for all subcontractors.

E. Adequate Business Systems. In accordance with FAR Clause 52.245-1, the Contractor shall demonstrate how it initiates and maintains the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall demonstrate how it establishes and maintains procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self-assessments, or audits. Also, in accordance with FAR 16.301-3(a), cost reimbursement contracts may be used only when the contractors accounting system and its Estimating and Purchasing Systems are adequate for accumulating and billing costs applicable to the contract. Offerors are required to submit with their proposals evidence that their accounting system is adequate for determining costs applicable to a cost reimbursement contract and adequate for segregating costs for change order accounting in accordance with DFARS 252.242-7006. An Offeror's accounting system must be deemed adequate as a condition of award.

The Offeror shall provide the Government with the current status (e.g. approved, disapproved, acceptable, adequate, or inadequate) of its accounting system and its Estimating and Purchasing Systems, including any reports from Defense Contract Audit Agency (DCAA) and Defense Contract Management Agency (DCMA) in the last three years. The Offeror shall provide the Government with its own assessment of the adequacy of its systems to ensure that estimated costs are based on well-documented and supported bases. Additionally, the Offeror shall address its procedures for subcontract Award and Administration, including documentation of the extent of adequate price competition achieved over the past three years, and/or the extent of comprehensive price/cost analysis where competition is not feasible. The Offeror shall discuss its practices to ensure that agreed-to pricing with major subcontractors and suppliers is accomplished prior to finalizing a price with the Government, and that it documents substantiation for the price reasonableness of subcontracts and material costs. Finally, the Offeror shall address its procedures relating to commercial item pricing, demonstrating that the prices paid are in line with those paid by commercial customers based on relevant quantities.

If the approved or adequate status of the Offeror's accounting system is currently in question, or if DCAA has issued any reports (including issuance of any statements of condition(s) and recommendation(s) and/or auditor comments related to the Offeror's

response to the statement of condition(s) and recommendation(s) released to the Offeror prior to issuance of a final report to the Contracting Officer) on inadequacies of the accounting system, the Offeror shall provide an explanation of its agreement or disagreement with the cited inadequacies of the system. The Offeror shall provide such correspondence received from DCAA and/or DCMA within the last three years. The Offeror should explain in detail the system inadequacies and completed corrective actions as well as specific plans for future corrective action, including milestones for implementation of revised procedures. Also, the Offeror should discuss the impact on this procurement of the reported system inadequacies, and what action is being taken to ensure that the accounting system is corrected to ensure no detrimental impact should the Offeror receive a contract award.

The information requested above, shall also be provided for any major subcontractors anticipated to perform 10 percent or more of the contract value.

F. Disclosure of Potential Organizational Conflicts of Interest. The Offeror and its major subcontractors shall disclose and certify complete information of any work performed by it that is in any way associated with a contemplated acquisition or which could result in a potential organizational conflict of interest. Should a conflict of interest, or appearance of a conflict of interest, exist, the Contracting Officer shall determine the impact of the matter on the acquisition and the appropriate actions to be taken as a result of the determination. Should a potential conflict of interest exist, the Offeror is encouraged to contact the Contracting Officer prior to proposal submission for a determination before expending resources in proposal preparation.

G. Solicitation Documents. Each Offeror shall complete all fill-ins and signature blocks for the RFP sections indicated below. An authorized official of the firm shall sign the SF 33 and SF30. PDF versions of the signed documents shall be submitted as part of the electronic submission. No changes or alterations shall be made to these sections of the solicitation.

Offeror will complete, sign, and submit the following:

- (i) SF 33, Blocks 12-18 and Sections A (Solicitation/Contract Form); G (Contract Administration Data); and K (Representations, Certifications, and Other Statements of Offerors). Note: FAR representations, certifications, and statements of Offerors are not required to be submitted with the Offeror's

proposal if they are on-line in Government System of Award Management (SAM). Representations, certifications and other statements of Offerors shall be included with the solicitation documents submitted in this section. Digital signatures or handwritten signatures on a scanned copy are acceptable.

(ii) SF 30, Amendment of Solicitation/Modification of Contract, Blocks 8-15. Digital signatures or handwritten signatures on a scanned copy are acceptable.

H. DD 254. Information for section 7a, 7b and 7c of the provided pre-award DD254 to include any Subcontractor/Teaming Partners, if applicable. Note: Offerors are not to take a signed DD 254 form and add their information or that of their subcontractor to it and then return that form to the Government because it is not appropriate for Offerors to modify a signed Government document. Offerors are advised to submit the required information in an MS Word document.

I. Financial Responsibility. Offerors shall provide information that affirmatively demonstrates the Offeror has adequate financial resources to perform the contract or has the ability to obtain them (FAR 9.104-3(a)). An explanation of how the provided information demonstrates the adequacy of the Offeror's financial resources shall also be provided.

Example information includes, but is not limited to the following:

(i) Credit line and significant loan information, including current amount available, date due.

(ii) Financial data for parent company if it controls cash/credit

(iii) Corporate guarantee when parent controls cash/credit

(iv) Three years financial statements to include:

a. Audited, reviewed, compiled or certified financial statements

b. Balance sheet, income statement, and cash flow statement

c. Notes/ disclosures to financial statements; explain unusual items

(v) DCMA's Corporate Administrative Contracting Officer who is cognizant of the Offeror's financial responsibility matters.

(vi) Company's internal audit reports

(vii) Stockholders reports and records

(viii) Earnings reports

(ix) Quarterly and annual reports

(x) Financial disclosures

(xi) Statements of Board of Directors, Chief Operating Officers, President, etc.

L. Small Business Subcontracting Plan (Other than Small Businesses Only). The Offeror shall submit a Small Business Subcontracting Plan (SBSP) in accordance with Federal Acquisition

Regulation (FAR) 52.219-9. In addition to the content requirements specified in FAR 52.219-9, plans shall include a statement that block 15 of the Individual Subcontract Plan Report (ISR) and Summary Subcontract Report (SSR) will contain the e-mail addresses of the Contracting Officer, Contract Specialist and the Office of Small Business Programs Aberdeen Proving Ground (OSBP-APG), Huachuca Division (Daniel.j.octaviano.civ@army.mil). Offerors may submit an approved commercial plan, master plan, or if they are in the Department of Defense (DoD) Comprehensive Subcontracting Test Program (CSP), their currently negotiated CSP. The Government will not specify small business subcontracting goals, including those for socio-economic programs, for this requirement. However, Offerors shall provide rationale if socio-economic program goals are not proposed. To demonstrate proposed subcontracting effort and dollars planned at the IDIQ contract level, Offerors shall use the basic contract ceiling value of \$800 million dollars with an equal distribution of anticipated funding obligations for each of the five annual ordering periods (i.e., awarded order dollar obligations). The apparently successful Offerors SBSP shall be assessed for acceptability, or the need to be negotiated, in accordance with FAR 52.219-9 requirements and must be determined as acceptable by the Contracting Officer. The SBSP is a material requirement of the solicitation and will be incorporated into any resulting contract. A SBSP deemed unacceptable shall preclude an Offeror from being eligible for contract award. To the extent there is any overlapping content between an Offerors proposed SBSP and its proposed Small Business Participation Commitment Document (SBPCD) (see Section L.14.5 below), the overlapping content must be consistent for the SBSP to be deemed as acceptable.

M. Joint Venture/Teaming Arrangement. (The Joint Venture/Teaming Information spreadsheet (Section J, Attachment 0067) is excluded from the page count; however, descriptions of each team member's role are limited to 650 characters for each description, not counting spaces.)

(i) Each Offeror shall provide, if applicable, a summary describing the Joint Venture /Teaming Arrangement established for this RFP and documentation evidencing the legal relationship among the joint venture/teaming parties.

(ii) Offerors shall include in the Section J, Attachment 0067, Joint Venture/Teaming Information, a listing of the percentage of work to be performed by the Prime and each subcontractor and a description of the respective roles relative to each PWS paragraph. For planning purposes, Offerors shall refer to Section J, Attachment 0068, "Estimated Work Breakout," that identifies the Government's estimated distribution of PWS requirements for the entire TEIS IV Program.

N. Quality Control Plan. (25 page limit for plan, excluding checklists)

The Offeror shall describe, in detail, the proposed quality of the services provided under this contract, and the manner in which they are monitored are of concern to the Government. The plan shall include, at a minimum:

- (i) Objectives that are part of the Offerors organizational quality policy;
- (ii) Actions that support the objectives and are required for establishing controls, setting standards, establishing measurement methods, and implementing the quality control measures;
- (iii) The proposed management approach that will ensure adherence to the plan, capture performance and contract metrics, and ensure a high quality of performance in the execution of task orders in terms of cost, schedule, and technical performance requirements;
- (iv) Description of monitoring and surveillance measures including any checklists if available.
- (v) Description of how the corporate office will support on-site quality control efforts.
- (vi) Description of the process and contractor personnel that will be utilized to monitor contract activities and identify, in a timely manner, problem areas and recommend solutions.

For your information, the Government intends for the TEIS IV Quality Control Plan and checklist(s) to be used as the basis for task order- specific plans and checklist(s). Contractors may be required to develop task-order-specific quality control plans and checklist(s) as task order deliverables.

O. If Major subcontractor data required under this Volume I - General is considered proprietary, it may be sent directly to the Government. The Prime is responsible for ensuring that all Major subcontractor information submitted directly to the Government is received in accordance with the instruction at RFP Section L.10.

2. VOLUME 2 - TECHNICAL FACTOR

This volume shall be sufficiently specific, detailed, and complete to demonstrate clearly and fully that the Offeror has a thorough understanding and knowledge of the various technical solutions to perform the broad requirements for worldwide U.S. Army Information Systems Engineering Command (USAISEC) Total Engineering and Information Systems (TEIS) IV requirements. Unnecessarily elaborate or lengthy proposals are not desired. Simply stating that the Offeror understands and will perform the listed functions is inadequate. Paraphrasing the Performance Work Statement (PWS) or Sample Tasks (or parts thereof) is similarly inadequate, as are phrases such as "standard procedures will be employed" or "well-known techniques will be used." In the Management Plan, Offerors shall address how they will be concurrently performing multiple tasks, worldwide. Proposals that merely mimic the PWS may result in a lower rating.

The Technical Volume consists of the following two subfactors:

A. Sample Task Subfactor - The Offeror shall address each of the three Sample Tasks provided as Section J, Attachments ATT022 Sample Task Cybersecurity Pkg.docx, ATT051, Sample Task-Satellite Communications.docx, and ATT059, Sample TaskTechnologies.docx of the RFP. In accordance with the instructions provided with each Sample Task, the Offeror shall provide a narrative response describing their technical approach, along with supporting documents as described in each of the Sample Tasks.

B. Management Subfactor - The Offerors shall describe their proposed management and staffing approaches and management tools and systems intended for use throughout the performance of the contract. The Management subfactor is composed of the following elements:

(i) Management Plan (30-page limit for plan). The Management Plan shall present the management approach, techniques, and controls to include, at a minimum:

a. The proposed approach for work distribution between Offerors and their subcontractors;

- b. Description of Offerors proposed methodologies for managing the execution of multiple concurrent tasks performed at various locations around the world;
- c. The approach for conflict resolution, to include a description of steps that will be taken to maintain a harmonious working relationship within the Contractor workforce, its team members, and between the Contractor and Government personnel;
- d. The approach for knowledge distribution to include sharing information with the Government and subcontractors;
- e. Description of the Offeror's approach to change management and continuous process and service improvement. This description should include a discussion on how improvement initiatives will be captured and addressed and how such initiatives will be considered for contract-wide implementation that would reduce or prevent negative impacts on the requirement and its schedule.;
- f. The identification of key positions that will ensure success on the program (including those that will be filled by subcontractors), minimum qualifications for those key positions, the rationale for using the proposed key positions, and a description of how these positions will interact with Government personnel (Note: This information shall be limited to the key positions; identification of specific individuals and resume information is not required);
- g. Supervisor-to-employee ratios;
- h. The plan to meet the contract security requirements;
- i. Any other information that demonstrates effective program management.

(ii) Recruitment and Retention. (10-page limit for the Prime and 5 pages for each major subcontractor as defined below. Information provided in response to FAR 52.222-46 is excluded from the page count). Major subcontractor is defined as a subcontractor anticipated to perform 10 percent or more of the total contract value. Because this is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract, every awardee must be capable of performing the entire anticipated requirement of \$800 million, less the minimum guarantees to the other awardees. The Government-provided PWS, Labor Categories, and Estimated Work Breakout should be used by the Prime contractor to establish the workload distribution and anticipated subcontract value for each of its team members.

a. Offerors shall demonstrate their ability to quickly expand staff to meet increased workloads and describe how they will ensure appropriate specialized technical expertise.

b. Offerors shall describe potential personnel retention risks and describe risk mitigation measures. Offerors shall describe potential risks of not being able to retain the proposed suite of team members and describe risk mitigation measures.

c. Offerors shall discuss their methods for attracting, hiring, developing, training, and retaining a workforce with all the skills and knowledge necessary to support the TEIS IV Program requirements. They also shall describe the approach to provide the training and mentoring necessary to keep the work force up to date on current technologies, trends, and best business practices. The plan should include the Offeror's approach to ensure personnel have the proper security clearances, certifications and training required for this requirement, and sustainment of those clearances and certifications. At a minimum, Offerors shall discuss how they will ensure that skills of technical personnel will remain current with technology over the life of the contract. Offeror's plans also shall take into consideration the impact of an environment of fluctuating workloads, demanding schedules, and complex project issues.

3. VOLUME 3 PAST PERFORMANCE FACTOR

A. List of Past Performance References. The Offeror shall provide a list of all references requested to submit Past Performance Questionnaires on the Offeror's behalf. The Government has provided the worksheet, Section J Attachment 0062, Past Performance Reference List (PART A), to be filled out by the Offeror. The list of references is due by one (1) week prior to the proposal delivery due

date, via email to the Contracting Officer, Adelina.j.kostur.civ@army.mil. The Prime Offeror should provide at least (3), but no more than five (5), referenced contracts. For each major subcontractor /team member/joint venture, at least two (2), but no more than (3) referenced contracts should be provided (each). A major subcontractor/team member/joint venture, is defined as a subcontractor /team member/joint venture whose sub-contract is for 10 percent or more of the total contract value.

B. Past Performance Information Summary. For the Government to evaluate performance confidence, the Offeror shall submit a description of its Government and/or Commercial contracts (Prime or major subcontractor) in performance during the past three (3) years which are relevant to the efforts required by this solicitation. The required format for these descriptions is in Section J, ATT062 Past Performance Information Summary (PPIS) (PART BI. For contracts with multiple delivery/task orders, each delivery/task order submitted will count as one of the referenced contracts OR the IDIQ level contract can be used combining all the task order to meet the employee and value requirement. Data concerning the Prime Offeror shall be provided first, followed by each proposed major subcontractor/team member/joint venture, in alphabetical order.

(i) Referenced contracts should be provided that are relevant in type and magnitude. The past performance factor considers each Offerors demonstrated recent and relevant record of performance in supplying products and services at least somewhat relevant to the solicitation and PWS requirements. There are three aspects to the past performance evaluation: Recency, Relevancy (including context of data), and Quality (including general trends in contractor performance and source information).

(ii) Recency: The Offeror's past performance will be determined to be recent if the data used in conducting performance risk assessments does not extend past three (3) years prior to the issue date of the solicitation.

(iii) Relevancy: Once the Recency of a contract action has been established, the Offeror's past performance will be assessed to determine how relevant a recent effort accomplished by the Offeror is to the TEIS IV Services requirement being acquired through this solicitation.

Relevant in type is defined as combined work performance like that described in the PWS with respect to service/support, complexity, management of large numbers of employees, and degree of subcontract/teaming.

Relevant in magnitude is defined as combined work performance that demonstrates the Offeror's (Prime, Sub-contractor or Business Relationship (e.g., Joint Venture, Sub-contractor, Mentor-Protege, etc.)) has managed 100 or more employees in combined performance OR performance, when combined, is equal to \$30 Million or more in contract value.

These criteria do not have to be demonstrated in each contract; however, the Offeror should point out the relevance of each contract as it relates to relevance in type, relevance in magnitude, or both so that the Government can clearly determine that the team's aggregate past performance demonstrates the minimum requirements.

(iv) For each major subcontractor, team member/ joint venture at least two (2), but no more than three (3) referenced contracts (each) should be provided that are relevant in type and magnitude. If the Offeror has more than the above-mentioned relevant references, choose the references which are most similar in type and magnitude to this requirement for inclusion in this section. If the Prime Offeror is a joint venture, it shall submit the same information as required in sections A and B above as a Prime Offeror.

(v) Consent Letter/Client Authorization Letter. The Offeror shall submit, along with the information required in this paragraph, a consent letter executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing release of past performance information for the Offeror so the Offeror can respond to such information. For each identified effort for a commercial customer, the Offeror shall also submit a client authorization letter authorizing release to the Government of requested information on the Offeror's performance.

(vi) Subcontracts. Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the Offeror's corporate entity and among the proposed major subcontractors. The information provided for the Prime Offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, UEI, and type of work to be performed by citing the applicable Government PWS paragraph/subparagraph number.

(vii) New corporate entities may submit data on prior contracts involving their officers and employees. However, in addition to the other requirements in this section, the Offeror shall discuss the roles performed by such people in the prior contracts cited.

C. Past Performance Questionnaire. The Prime Offeror and Major subcontractor/team member /joint venture shall ensure that a Past Performance Questionnaire, as set forth in Section J, Attachment 0064, is completed for each referenced contract. It is the sole responsibility of the Prime Offeror and Major subcontractor/team member/joint venture to provide its references with a copy of the questionnaire. It is also the Offeror's responsibility to ensure the references return the questionnaire directly to the Contract Specialist by the due date and time for proposal submission. An electronic copy of the questionnaire may be downloaded from PIEE.

NOTE: The Government reserves the right to contact and use information provided by the references. The Government also reserves the right to gather the Offeror's past performance information from other sources, including, but not limited to, Contractor Performance Assessment Reporting Systems (CPARS)), other databases; the Defense Contract Management Agency (DCMA); and interviews with Program Managers (PM), KOs, and Fee Determining Officials. It is the Offeror's responsibility to ensure all reference data is current so that the performance information can be evaluated.

4. VOLUME 4 COST FACTOR (Prime Offerors and Major Sub-Contractors)

This volume shall consist of all information required to support proposed costs and prices. Certified cost and pricing data are not currently required; however, the Government reserves the right to request such data prior to award. The information submitted in this volume shall comply with FAR 15.408, Table 15-2, and requirements set forth below. There are no page limits for this volume.

This includes, but is not limited to, the completed TEIS Labor Rates.xlsx spreadsheet (Section J, Attachment 0065), the Pricing Methodology document PriceMeth.docx, and all other supporting documents required.

The proposal cost breakdowns should follow the cost accounting and estimating practices of the Offeror. All calculations shall be fully disclosed with explanations for how the amounts were derived; the proposal data shall allow for replication and validation of the calculations, with clear tracking of key figures among the support schedules. All amounts in the Cost Volume shall be shown to the second decimal place. Print images are not acceptable. DO NOT password protect the excel spreadsheet(s).

A. Pricing Methodology: The Pricing Methodology document shall contain information which describes the methodology used in the development of the cost factors and the total proposed cost, to include any exceptions, deviations and/or assumptions. Offeror shall provide whatever information is necessary to help the Government understand why the proposed costs are realistic in its cost narrative. Each Offeror's cost proposal(s) shall contain sufficient quantitative and narrative documentation necessary to adequately support and explain the costs proposed. If a salary survey system is used to propose direct labor rates, then the Prime Offeror and /or its Major subcontractor must identify the salary survey system.

(i) In support of the proposed Direct Labor Rates, Offeror shall provide documentation of the most recent Direct Labor Rates, to include at least one of the following (a, b or c) in pdf:

a. Forward Pricing Rate Agreements (FPRA) with Defense Contract Audit Agency (DCAA) or Defense Contract Management Agency (DCMA); or Forward Pricing Rate Recommendations (FPRR) from DCAA or DCMA; or DCAA/DCMA approved Compensation Rate Tables mapped to the Labor Categories proposed.

b. Payroll records and/or paystubs showing Rate of Pay, and referenced to the Labor Category in the Proposal, supported by Job Title and Job Description of proposed record.

c. Salary survey data that includes, but is not limited to:

1. Source of data
2. Job title and description
3. Geographic location

4. Range of salary amounts with reference to applicability of amounts

NOTE: When salary surveys are used to support proposed direct labor rates, Offerors are encouraged to propose a direct labor rate for each category within the range of 25th to 90th percentiles of the survey data. If an Offeror's proposed direct labor rate is either higher or lower than this range:

1. It must explain the plan of action for filling the position in its cost narrative.
2. The proposed cost may be determined NOT fair and reasonable and /or NOT realistic if unsupported.

(ii) In support of the proposed Indirect Expense Rates, Offeror shall provide documentation of the most recent Indirect Expense Rates, to include at least one of the following (a, b, c or d) in pdf:

- a. Forward Pricing Rate Agreements (FPRA) with DCAA or DCMA; or
- b. Forward Pricing Rate Recommendations (FPRR) from DCAA or DCMA; or
- c. Forward Pricing Rate Proposal (FPRP), Approved Provisional Rates Proposal or other statement of current rates with expense pool and allocation base details, including three (3) years of Incurred Cost Submissions to DCAA detailing pools and bases (by expense accounts) information that validates the calculations; or the forecasted expense pool (by expense account) and three (3) years historical actual detailing pools and bases (by expense accounts) information that validates the calculations.
- d. If Provisional Billing Rates have not been established, then the following information shall be provided to establish Provisional Billing Rates in accordance with

FAR 42.704 Billing Rates. The Provisional Billing Rate Proposal (BRP) shall include documentation to validate the proposed indirect rates. Documentation for the BRP indirect expense rates shall include the forecast expense pool (by expense account) and allocation base detail, along with the last three years actual pool (by expense account) and allocation base information.

(i) Proposed billing rate calculations (Pool and Base) with brief rationale

(ii) Prior three fiscal year (FY) pool and base

(iii) Current FY to date pool and base

(iv) Current FY budget pool and base, if available

(v) Comparative analysis with explanation of any significant differences

NOTE: The rates reflected in the FPRA, FPRR, FPRP, Approved Provisional Rates Proposal or other statements of current rates should directly match the proposed rates as detailed in the proposal. If the rate proposed does not match, the Offeror shall provide sufficient quantitative and narrative support for why the Government should consider the proposed rate to be realistic.

B. TEIS Labor Rates:

(i) Offerors shall complete the Government-provided TEIS Labor Rate Microsoft Excel spreadsheet file (TEIS Labor Rates.xlsx) Section J, Attachment 0065. Do not unlock or modify the locked cells in the spreadsheets.

(ii) Offerors must address each labor category specified in the Labor Category Descriptions (ATT019). Allocate the hours per labor category provided by the Government for CONUS,

CONUS-High Cost, and OCONUS work locations for the Prime Offeror and each Major subcontractor. For the Prime Offeror and each Major subcontractor, only those labor categories that have hours associated with them in the proposal will be included in the contract. The apportionment of hours shall reflect a realistic assessment of each Major subcontractor's expected participation/contribution to the effort. Offerors shall comply with the instructions for the Labor Rate spreadsheet by clearly showing the distribution of effort between the Prime and each Major subcontractor. The sum of the hours shall equal the total number of hours provided by the Government for each respective labor category; likewise, the sum of the calculated percentages shall equal 100 percent for each labor category. Offerors shall ensure that the distribution of effort between the Prime Offeror and each Major subcontractor is indicated in the Cost/Price. Proposal corresponds to the distribution of work indicated throughout the other volumes of the proposal.

(iii) In the Labor Rate spreadsheet file, Offerors shall correlate their proposed labor categories with the Government provided categories identified. In the Pricing Methodology file, Offerors shall provide sufficient description to enable the Government to understand the correlations.

(iv) The direct labor rates for the Prime Offeror and each Major subcontractor will be incorporated into the resultant contract as ceilings for the base ordering year and will be escalated annually by the escalation rate provide by the Prime Offeror and each Major subcontractor. If the Optional ordering period is exercised, the awarded Contractors and their Major subcontractors will submit revised direct labor rates for the Optional ordering period at that time. For Task Orders, Contractors will be permitted to propose rates lower than those ceilings on the basic contract. These ceiling rates will apply to both CPFF and FFP task orders. If the Contractor proposes a lower rate on any given task order, that rate will be binding for that task order only. The Offeror must establish fixed hourly rates using separate rates for each category of labor to be performed by the Prime Offeror and each Major subcontractor.

NOTE: Offeror shall propose direct labor rates based on a 40-hour workweek ONLY.

(v) In the Labor Rate spreadsheet file, Offerors shall identify the source for each direct labor rate (Section L-14 item A(i))

(vi) Indirect Expense. For each cost breakdown submitted, Offerors shall identify the individual rates applied to each respective cost element, the base to which the rate is applied and the amount proposed.

(vii) Costs not specifically addressed above shall be presented in a manner that will enable the Government to conduct a thorough, comprehensive and detailed evaluation of the proposed costs. Material, travel, and other direct costs (ODCs) shall not be included as part of the proposal response.

(viii) Offerors shall propose a fixed fee percentage in accordance with FAR 15.404-4(c) (4) (i) (C), which shall be incorporated into the resultant contract and will be subject to downward negotiation only on future Task Orders. The Offeror shall propose costs that are reasonable, allowable, and allocable in accordance with its disclosed and/or established accounting practices with FAR Subpart 31.2. Fee will not be allowed on Travel or ODCs costs.

C. No Firm-Fixed-Price (FFP) elements shall be proposed in response to this RFP. However, in accordance with terms of the RFP, be advised that the Government anticipates issuing FFP task orders for the TEIS IV Program.

D. Contractors should identify labor categories subject to the Service Contract Act (SCA). The Cochise County, AZ, Baltimore County, and the Fairfax, VA wage determinations are provided as a reference in Section J, Attachments 0069, 0070, and 0071. Offerors are responsible for ensuring compliance with the U.S. Department of Labor (DOL) wage determinations for the applicable categories for each proposed locality. Offerors shall ensure that the base rates and fringe benefits proposed for personnel subject to the SCA meet or exceed the corresponding minimum wages established by the DOL. In the Labor Rate spreadsheet file, Offerors shall correlate the SCA Occupation Code and Title with the Government provided categories as applicable. In the Labor Rate spreadsheet file, Offerors shall use Cochise County, AZ for CONUS pricing, Baltimore, MD for High CONUS pricing and Washington D.C. for OCONUS pricing. The Pricing Methodology file shall address all of the rates that the Offeror has determined to be subject to the SCA for the Prime Offeror and each Major subcontractor. The Offeror is required to provide specific narrative details on the elements of the proposed rates, and the wage determination used to develop the rate. This information shall be utilized in any future wage revisions and requests based on SCA rate changes, as well as to determine any overtime premium rates.

E. Offerors shall provide the following information in accordance with FAR 52.222-46, Evaluation of Compensation for Professional Employees:

(i) A single company fringe benefit rate computed on company gross payroll, and a description of each fringe benefit that is included in the fringe benefit rate calculation;

(ii) A detailed Compensation Plan that describes how your company sets compensation to ensure its ability to provide uninterrupted high-quality work and to ensure that compensation reflects a sound management approach and understanding of the contract requirements. Include Collective Bargaining Agreements to the extent that salary and wage rates are so established. In addition, provide a comparison of proposed salary data to National and Regional Surveys.

(iii) Overall employee turnover rate for the previous three years and a brief explanation of any unusual event(s) which has affected the turnover rate. This is a calculation of total employees leaving divided by total employees in the company. Report by the following categories if available. Include:

Number of employees

Full time and part-time employees

Permanent, short term and seasonal employees

Salaried and hourly workers

Employees on paid vacation or other paid leave

Employees of temporary help agencies, employee leasing companies, outside contractors or consultants.

Separations

Quits: Employees who left voluntarily. Report retirements or transfers to other locations with "Other Separations" Layoffs and Discharges: Involuntary separations initiated by the employer, including: Layoffs with no intent to rehire; discharges resulting from mergers, downsizing, or plant closings; firings or other discharges for cause; terminations of seasonal employees (whether or not they are expected to return next season); layoffs (suspensions from pay status) lasting or expected to last more than seven days Other Separations: Retirements, transfers to other locations, deaths, or separations due to disability.

Do not include:

Proprietor and partners of unincorporated business

Unpaid family workers

Employees on strike for the entire pay period of one year

Employees on leave without pay for the entire pay period of one year.

Provide the following checklist to indicate you have provided the requested data:

FAR 52.222-46 Requested Data Furnished

Fringe Benefit Rate:

Compensation Plan:

Salary Data:

Employee Turnover Rate:

National salary survey data, Independent Study or Legislation: Comparison of Proposed Salary Data to Surveys, Studies, Law.

G. If Major subcontractor data required under this Volume IV - Cost is considered proprietary, it may be sent directly to the Government. The Prime Offeror is responsible for ensuring that all Major subcontractor information submitted directly to the Government is received in accordance with the instruction at RFP Section L.10. Major subcontractors will submit their own Volume IV. Major Subcontractors are to complete All parts of RFP Section L-14 Part 4. For ATT0065 Major Sub-contractors are to complete the Prime tab and the Total Proposed tab with their percentages allocated by their prime; and the Category Map tab to detail their internal mapping, if they are sending their labor rates directly to the Government. Primes are to complete all the tabs. ATT 0064 Information tab has been revised to include this clarification.

H. If the Government determines that adequate competition was not obtained, the Government reserves the right to request certified cost and pricing data.

5. VOLUME 5 - SMALL BUSINESS PARTICIPATION FACTOR

The Government's evaluation of small business participation for this factor is separate and distinct from the assessment of the Offerors SBSP as required in Section L-14.1.M, Small Business

Subcontracting Plan. The evaluation of Small Business Participation shall apply to all Offerors to include small businesses, Comprehensive Subcontracting Plan participants, and commercial subcontracting plan holders.

All Offerors (both other than small businesses and small businesses) shall provide the Small Business Participation Commitment Document (SBPCD) per Section J, Attachment 0066, along with substantiating documentation to demonstrate how they will meet small business participation requirements. This required information will be used to evaluate the extent of the Offerors proposed participation/commitment to use U.S. small businesses in the performance of this acquisition (as small business Prime Offerors or small business subcontractors) relative to Section M, Factor 4, Small Business Participation. These requirements apply at the Prime contract and first tier subcontract levels. Small business concerns that qualify in more than one socio-economic category may be counted in each category for which they qualify. The SBPCD in Section J, Attachment 0066, will be incorporated into any resulting contract(s) as specified below.

A. Prime Offerors Size: Identify the applicable size and applicable socioeconomic categories for the Prime Offeror only when submitting your proposed SBPCD. Include this information within the initial section of the proposed SBPCD and check all applicable boxes. Use the SBPCD in Section J, Attachment 0066, in proposing this required information. This information will be incorporated into any resultant contract(s).

B. Small Business Participants (Changes must be pre-approved by the Contracting Officer regardless of the applicability of FAR Clause 52.244-2, Consent to Subcontracting). The small business concerns (SBC) as defined in FAR Part 19 are to be used in the Offerors proposed approach to satisfying the requirements of this solicitation for the entire performance period, including company name, business category (ies), description of products or services and NAICS code to be provided by each SBC and the nature of the commitment with the SBC (e.g., letters of commitment, joint venture agreements, mentor protege agreements, teaming agreements, etc.). Binding commitments shall become enforceable, contractual requirements. Use the SBPCD in Section J, Attachment 0066, in proposing this required information. This information will be incorporated into any resultant contract(s). Note: Section M, Factor 4 elements a, b, c)

C. The SBCs (Prime Offerors and small business subcontractors) proposed quantitative participation in terms of the value of the total acquisition (total contract value). Offerors shall provide detailed explanations/documentation to support quantitative small business participation. Binding commitments shall become enforceable, contractual requirements. Use the SBPCD in Section J, Attachment 0066, in proposing this required information. This information will be incorporated into any resultant contract(s). (Note: Section M, Factor 4 elements d and e)

Minimum Quantitative Requirement (MQR) Small Business Participation

Offerors must meet the MQR of 20% of the total contract dollars. There are no minimum requirements for individual small business socio-economic categories. However, Offerors shall provide rationale if socio-economic program dollars are not proposed. The proposed MQR will be incorporated into any resultant contract and is applicable for the entire period of performance. If Offeror(s) believe the percentages will change in the ordering periods, those changes shall be included in their proposals. The successful Offeror(s) shall be required to meet the proposed MQR on an annual basis per the designated Year 1, Year 2, Year 3, etc.

For estimating and evaluation purposes, Offerors shall use the \$800M IDIQ ceiling over the 5-year ordering period at the IDIQ level and assume an even distribution of funded work annually. After contract award, the successful Offeror(s) will apply the proposed MQR to obligated labor amounts only, which will be reported in CDRL A003 (In-Progress Reviews) quarterly. Offerors shall provide a Basic IDIQ Contract-level Summary of their proposed MQR, including percentage and associated total contract dollars for each of the five ordering periods in the SBPCD in Section J, Attachment 0066. This information will be incorporated into any resultant contract(s).

All supporting documentation is excluded from the page count. Supporting documents will not be incorporated into any resulting contract.

D. (Applies to all Offerors) In order to evaluate the Offerors past performance in meeting compliance with FAR 52.219-8, Utilization of Small Business Concerns, per Section M of this requirement, all Offerors shall provide (Note: Section M, Factor 4 element f):

Any recent and relevant small business utilization performance assessment information that is NOT addressed in the Contractor Performance Assessment Reporting System (CPARS) only if it demonstrates past performance that would not otherwise be attained from CPARS,

- (i) Recent and relevant history of payments to small businesses,

(ii) Recent and relevant small business participation/utilization status reporting for similar requirements. Copies of contractual reports may be submitted to validate compliance with requirements of FAR 52.219-8. Explanation of efforts where minimum quantitative requirements were not met shall be provided. Supporting documentation shall be relevant to the requirements of this solicitation and shall be within the past three years. All supporting documentation is excluded from the page count.

E. (Applies to Other than Small Business Offerors only) In order to evaluate the Offerors past performance in compliance with the requirements of FAR 52.219-9, Small Business Subcontracting Plan, (if applicable), provide the two most recent and relevant Individual Subcontract Reports (ISR) and/or the Summary Subcontract Reports (SSRs) using the Subcontracting Plan Reporting (SPR) capability in Sam.gov. Explanation of efforts where SBSP goals were not met shall be provided. Provide any additional information substantiating the Offeror's track record of utilizing small business on past contracts in detail, to include any justifications explaining why goals or targets were not met. Provide descriptive historical information for ALL small business categories under which you proposed support. Any information concerning long-term relationships with Small Business subcontractors, such as mentor-protege relationships, should be provided. Include your latest Administrative Contracting Officer (ACO) rating. All supporting documentation is excluded from the page count. (Note: Section M, Factor 4 element g)

NOTE: The Government also reserves the right to gather the Offerors past performance information from other sources, including, but not limited to, Contractor Performance Assessment Reporting System (CPARS), other databases; the Defense Contract Management Agency (DCMA); and interviews with Program Managers (PM), KOs, and Fee Determining Officials.

F. The work to be performed directly by a small business Prime Offeror shall be evaluated as Small Business Participation. Small business Prime Offerors shall include their information in the above requested in L-14 as required.

G. SBPCD enforceable, contractual requirements shall require periodic progress reporting to facilitate government monitoring in the event of an award. Offerors shall provide quarterly reporting of the requirements in L.14.5, subparagraphs A-C above (contractor format acceptable) in accordance with Section J, Attachment 0013, CDRL A003, In-Progress Reviews.

*** END OF NARRATIVE 1 ***

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts).	2024-08		
52.214-12	Preparation of Bids.	1984-04		
52.214-34	Submission of Offers in the English Language.	1991-04		
52.214-35	Submission of Offers in U.S. Currency.	1991-04		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038)	2026-02		
52.215-16	Facilities Capital Cost of Money.	2003-06		
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort. (Deviation 2026-O0038)	2026-02		
52.216-27	Single or Multiple Awards.	1995-10		

52.233-2	Service of Protest. (Deviation 2026-O0038)	2026-02
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DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01		
252.225-7003	Report of Intended Performance Outside the United States	2025-10		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (Deviation 2026-O0038)	2026-02		

Notice of Price Evaluation preference for HUBZone Small Business Concerns (Feb 2026)
(Deviation 2026-O0038)

(a) 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.

(b) Waiver of evaluation preference. A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

[] Offeror chooses to waive the evaluation preference.

(c) Joint venture. A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02
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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):

<https://www.acquisition.gov/www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html> _____

[Insert one or more Internet addresses]

(End of provision)

52.252-3 Alterations in Solicitation. 1984-04

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

TO BE DETERMINED AT THE TASK ORDER LEVEL ____

(End of clause)

52.252-5 Authorized Deviations in 2020-11
Provisions.

Authorized Deviations in Provisions (Nov 2020)

(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[insert regulation name](48 CFR Chapter2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7025	Notice of Cybersecurity Maturity Model Certification Level Requirements.	2025-11		

NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) Definitions. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) Cybersecurity Maturity Model Certification (CMMC) level. The CMMC level required by this solicitation is: TO BE DETERMINED AT THE TASK ORDER LEVEL [Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)]. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (<https://piee.eb.mil>) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) Plan of action and milestones. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) CMMC unique identifiers. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

252.215-7008 Only One Offer.

2022-12

ONLY ONE OFFER (DEC 2022)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation,

certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U. S. Contracting Officer that the proposed price is fair and reasonable TO BE DETERMINED AT THE TASK ORDER LEVEL[[U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

252.215-7009 Proposal Adequacy Checklist. 2023-03

PROPOSAL ADEQUACY CHECKLIST (MAR 2023)

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offeror's checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

PROPOSAL ADEQUACY CHECKLIST

PAGE No.	REFERENCES	SUBMISSION ITEM	PROPOSAL
	If not provided EXPLAIN (may use continuation pages)		
	GENERAL INSTRUCTIONS		
1.	FAR 15.408, Table 15-2, Section I Paragraph A		Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?
2.	FAR 15.408, Table 15-2, Section I Paragraph A(7)		Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.
3.	FAR 15.408, Table 15-2, Section I Paragraph A(8)		Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?
4.	FAR 15.408, Table 15-2, Section I, Paragraph C(1) FAR 2.101, "Cost or pricing data"		Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as- (1) Vendor quotations; (2) Nonrecurring costs; (3) Information on changes in production methods and in production or purchasing volume; (4) Data supporting projections of business prospects and objectives and related operations costs; (5) Unit-cost trends such as those associated with labor efficiency; (6) Make-or-buy decisions; (7) Estimated resources to attain business goals; and (8) Information on management decisions that could have a significant bearing on costs.
5.	FAR 15.408, Table 15-2, Section I Paragraph B		Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?
6.	FAR 15.403-1(b)		Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)
7.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(i)		Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?
8.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(ii)		Does the proposal disclose the nature and amount of any contingencies included in the proposed

price?

9. _____ FAR 15.408 Table 15-2, Section II, Paragraph A or B Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis? _____

10. _____ FAR 15.408, Table 15-2, Section I Paragraphs D and E Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.) _____

_____ 11. _____ FAR 15.408, Table 15-2, Section I Paragraphs D and E If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data? _____

12. _____ FAR 15.408, Table 15-2, Section I Paragraph F Does the proposal identify any incurred costs for work performed before the submission of the proposal? _____

13. _____ FAR 15.408, Table 15-2, Section I Paragraph G Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors? _____

COST ELEMENTS

MATERIALS AND SERVICES

14. _____ FAR 15.408, Table 15-2, Section II Paragraph A Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price. _____

SUBCONTRACTS (Purchased materials or services)

15. _____ DFARS 215.404-3 Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis? _____

16. _____ FAR 15.404-3(c) FAR 52.244-2 Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor's certified cost or pricing data? _____

17. _____ FAR 15.408, Table 15-2, Note 1; Section II Paragraph A Is there a price/cost analysis establishing the reasonableness of each of the proposed _____

subcontracts included with the proposal? If the offeror's price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis? _____

EXCEPTIONS TO CERTIFIED COST OR PRICING DATA

18. FAR 52.215-20, FAR 2.101, "commercial product" or "commercial service" Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial products or commercial services proposed either at the prime or subcontractor level, in accordance with provision 52.215-20? a. Has the offeror specifically identified the type of commercial product or commercial service claim (FAR 2.101 "commercial product" or "commercial service" definition), and the basis on which the commercial product or commercial service meets the definition? b. For modified commercial products (FAR 2.101 "commercial product" definition); did the offeror classify the modification(s) as either- i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)? c. For proposed commercial products "of a type", or "evolved" or modified (FAR 2.101 "commercial product" definition), did the contractor provide a technical description of the differences between the proposed item and the comparison item (s)? _____

19. _____ [Reserved]

20. FAR 15.408, Table 15-2, Section II Paragraph A(1) Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data? _____

INTERORGANIZATIONAL TRANSFERS

21. FAR 15.408, Table 15-2, Section II Paragraph A.(2) For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2? _____

22. FAR 15.408, Table 15-2, Section II Paragraph A(1) For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1? _____

DIRECT LABOR

23. FAR 15.408, Table 15-2, Section II Paragraph B Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied. _____

24. FAR 15.408, Table 15-2, Section II Paragraph B For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)? _____

25. FAR subpart 22.10 If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute? _____

INDIRECT COSTS

26. FAR 15.408, Table 15-2, Section II Paragraph C Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.) _____

OTHER COSTS

27. FAR 15.408, Table 15-2, Section II Paragraph D Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)? _____

28. FAR 15.408, Table 15-2, Section II Paragraph E If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2? _____

29. FAR 15.408, Table 15-2, Section II Paragraph F When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount? _____

FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES

30. FAR 15.408, Table 15-2, Section III Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal) _____

31. FAR 15.408, Table 15-2, Section III Paragraph B If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III. B? _____

32. FAR 15.408, Table 15-2, Section III Paragraph C For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III. C? _____

OTHER

33. FAR 16.4 If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price? _____

34. FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment? _____

_____ 35. FAR 52.232-28 If the offeror is proposing Performance-Based Payments did the offeror comply with FAR 52.232-28? _____

36. FAR 15.408(n) FAR 52.215-22 FAR 52.215-23 Excessive Pass-through Charges- Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror's indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?

(End of provision)

Section M - Evaluation Factors for Award

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:

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

M-1 BASIS FOR AWARD

1. Any award made will be based on the best value proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the four evaluation factors: Technical, Past Performance, Small Business Participation, and Cost/Price. The Technical Approach factor has two sub-factors: Sample Tasks (consisting of three sample tasks of equal importance), and Management. The Sample Tasks sub-factor is significantly more important than the Management. The Technical Approach is significantly more important than Past Performance; Past Performance is equal in weight to the Small Business Participation factor. Past Performance and Small Business Participation are both slightly more important than the Cost/Price factor. The combination of non-Cost/Price factors is significantly more important than Cost/Price.

2. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the Technical Factor, which consists of the two Technical Sub-factors (Sample Tasks and Management), and the Small Business Participation Factor. Offerors are cautioned that the award

(s) may not necessarily be made to the Offeror with the lowest price, if the non-cost benefits offered by another Offeror warrant paying a higher cost. The Government reserves the right to award without discussion.

3. Small Business Subcontracting Plan (SBSP) (Applicable to Other Than Small Businesses Only). The apparently successful Offerors SBSP shall be assessed for acceptability, or the need to be negotiated, in accordance with FAR 52.219-9 requirements and must be determined as acceptable by the Contracting Officer. The SBSP is a material requirement of the solicitation and any resultant contract(s). A SBSP deemed unacceptable shall preclude an Offeror from being eligible for contract award. To the extent there is any overlapping content between an Offerors proposed SBSP and its proposed Small Business Participation Commitment Document (SBPCD) (see Section L.14.5), the overlapping content must be consistent for the SBSP to be deemed as acceptable.

4. Offerors must achieve, under the Past Performance Relevancy an assessment of Relevant or better, and no less than Satisfactory Confidence or Neutral Confidence for Past Performance Confidence. If there is no past performance information, the Offeror will be evaluated neither favorably nor unfavorably, and such lack of past performance will be considered a Neutral Confidence. A satisfactory or higher confidence rating will weigh more favorably than a neutral confidence rating.

5. As stated in FAR Provision 52.215-1, Instructions to Offerors-Competitive, the Government reserves the right to award without discussions. Offerors are encouraged to present their best technical proposal and costs in their initial proposal submissions. Should the Contracting Officer determine discussions are necessary, the Government reserves the right to hold them. If this occurs, a competitive range will be determined and Offerors notified of inclusion/exclusion. The competitive range may be limited for purposes of efficiency.

6. All Offerors must clearly demonstrate their ability to meet all requirements specified in this solicitation. Failure to furnish full and complete information that demonstrates the Offeror's ability to satisfy the specified requirements may cause an offer to be considered unacceptable and therefore will be ineligible for award.

7. All proposals will be evaluated in accordance with the terms of the solicitation. The Government intends to make up to ten (10) awards to the best overall proposals remaining in the final competitive range. The selection of Offerors for the first six (6) initial awards will be made without regard to business size. If a minimum of four (4) or more small businesses are successfully

included among these initial six (6) awards, then no additional awards will be made. If fewer than four (4) small businesses are included among these initial six (6) awards, the Government reserves the right to make additional awards (up to a total of ten cumulative awards) in order to reach the Government's objective of awarding up to four (4) contracts to small business Offerors.

M-2 GENERAL CONSIDERATIONS.

The Government will utilize the following general considerations to identify those Offerors whose proposals are determined capable of meeting the general performance requirements of the contract.

1. Defense Contract Audit Agency (DCAA) Audit Report. DCAA may conduct an audit of the Offeror's current and past pricing information and provide an Audit Report.
2. Pre-award Survey. A pre-award team from Defense Contract Management Agency (DCMA) may contact the Offeror's facility to determine its financial and management capability to perform. Current financial statements and other pertinent data should be made readily available to the team. Additionally, if an Offeror does not have documentation from DCMA and/or DCAA of the adequacy status of its accounting system, the pre-award survey may include a pre-award accounting system survey to be performed by DCAA.
3. DOD Security Clearance. As part of the evaluation process, each Offeror's level of facility clearance will be verified with the Defense Industrial Security Clearance Office (DISCO). Offerors who fail to provide evidence of the required facility clearance shall be preclude from being eligible for contract award.
4. Adequate Business Systems. Offerors must have an acceptable contractor business system which complies with the terms and conditions of the applicable business system clauses listed in the definition of contractor business systems in Defense Federal Acquisition Regulation (DFARS) Clause 252.242-7005 Contractor Business Systems and applies to contracts that are subject to the Cost Accounting Standards under 41 U.S.C. Chapter 15, as implemented in regulations found at 48 CFR 9903.201-1. An Offeror's accounting system must be deemed adequate as a condition of award.

5. Small Business Subcontracting Plan (SBSP): The apparently successful Offeror's SBSP shall be assessed for acceptability, or the need to be negotiated, in accordance with FAR 52.219-9 requirements and must be determined as acceptable by the Contracting Officer. The SBSP is a material requirement of the solicitation and will be incorporated into any resulting contract. A SBSP deemed unacceptable shall preclude an Offeror from being eligible for contract award. To the extent there is any overlapping content between an Offeror's proposed SBSP and its proposed SBPCD (see Section L.14.5), the overlapping content must be consistent for the SBSP to be deemed as acceptable.

M-3 EVALUATION CRITERIA

FACTORS AND SUB-FACTORS TO BE EVALUATED

The following evaluation factors and sub-factors will be used to evaluate each proposal. During proposal evaluation, the Government will assess, by Offeror, each factor. Award will be made to the Offerors whose proposal is most advantageous to the Government based upon an integrated assessment of the evaluation factors and sub-factors stated below:

1. FACTOR 1 - TECHNICAL: This factor is further divided into the following sub-factors:

Sub-factor A: Sample Tasks

Sub-factor B: Management

As part of the assessment of Sub-factors A and B, a written narrative evaluation reflecting the assessment will be done, and each sub-factor will be assigned an adjectival rating using the DoD Source Selection Procedures Evaluation Methodology 2, Combined Technical/ Risk Ratings. The Government will then consider each of the sub-factor ratings and develop a consensus overall rating for the Technical Approach Factor.

2. FACTOR 2 - PAST PERFORMANCE: Each Offeror's past performance will be reviewed to determine a past performance confidence assessment.

3. FACTOR 3 - COST: The Government will evaluate the realism of proposed costs in accordance with FAR 15.404-l(d) and/or (c).

4. FACTOR 4 - SMALL BUSINESS PARTICIPATION: The resultant contract will require a minimum quantitative objective of 20% of the total contract dollars.

M-4 EVALUATION APPROACH

All proposals submitted in response to the solicitation will be evaluated by a formally established Government Source Selection Evaluation Team (SST). An overall assessment of the merits of each proposal will be derived from the evaluation of the proposal as it relates to each factor in the solicitation. A narrative explanation will be provided to support the adjectival ratings and risk assessment in accordance with the requirements of the Source Selection Plan (SSP) for the Technical Factor, Past Performance Factor, Cost Factor, and Small Business Participation Factor.

1. TECHNICAL FACTOR:

This factor applies to ALL Offerors, including small businesses. The Government will evaluate each Offeror's Technical approach using the Technical Rating Method below:

Technical Rating Method

Adjectival Rating

Definition

Outstanding - Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is very low.

Good - Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.

Acceptable - Proposal meets requirements and indicates an adequate Approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.

Marginal - Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.

Unacceptable - Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is un-awardable.

A. Sample Task Sub-factor. The Sample Tasks are designed to test an Offeror's expertise and innovation capabilities to respond to the types of situations that may be encountered in performance of the contracts resulting from this solicitation. Accordingly, Offerors will not be given an opportunity to correct or revise a Sample Task response. The evaluation of each Sample Task will consider the following:

(i) Sample Task 1 (Attachment 0022):

a. The Government will assess the Offeror's capability to perform by evaluating its technical understanding relative to a method of operations that demonstrates the Offerors knowledge and understanding of the requirements set forth in Sample Task 1. Evaluation includes, but is not limited to, demonstrated of knowledge and understanding of the following:

(a) Security Engineering Assessments.

(b) Security Engineering Implementation and Compliance Checking of Cybersecurity Requirements.

(c) Cybersecurity Documentation and Artifacts.

(d) RMF Self-Assessment.

(e) eMASS.

(f) Security Control Assessor Validator (SCA-V) Security Control Assessment (SCA).

b. The Government will evaluate the Offeror's approach to plan, organize and implement the project work schedule. Proposals will be evaluated to the extent to which they identify potential performance problems, their risks and proposed mitigation/resolutions (at the task level).

c. The Government will evaluate the Offeror's approach to executing basic processes by which all tasks are to be conducted. This includes the preparation required for the following specific tasks: procurement and shipment of materials; the detailed technical approach to carrying out the task; and the process by which tasks shall be conducted in order to ensure that they are completed.

d. The Government will evaluate the Offeror's proposal with respect to its discussion of team composition to include level of experience and skills proposed to meet the requirements set forth in Sample Task 1.

e. The Government will evaluate the Offeror's proposal with respect to its discussion of steps that will be taken to ensure that quality control standards are met. This includes the Offeror's approach to identifying, in a timely manner, problems that could affect the performance or schedule of Sample Task 1 and procedures for corrective actions.

(ii) Sample Task 2 (Attachment 0052):

a. The Government will assess the Offeror's capability to perform by evaluating its technical understanding relative to a method of operation that demonstrates the Offeror's knowledge of and understanding of the requirements set forth in Sample Task 2. Evaluation includes, but is not limited to, demonstration of knowledge and understanding of the following:

(a) Satellite earth terminals

(b) Baseband systems comprised of modems, encryption devices

(c) Performance of Site Surveys

(d) Development of Engineering Installation Plans (EIP)

(e) Development of System Acceptance Test Plans (SAT)

(f) Development of System Design Plans (SDP)

(g) Developing intermediate frequency/radio frequency (IF/RF) Cascade Analyses

(h) Development of a Link Budget Analysis

(i) L-band and Ethernet fiber optic systems

(j) Understanding of IP modems and net-centric components

(k) Conducting equipment and system acceptance testing

(1) Conducting New Equipment Training (NET)

b. The Government will evaluate the Offeror's approach to plan, organize and implement the project work schedule. Proposals will be evaluated on the extent to which they identify potential performance problems, their risks and proposed mitigation/resolutions (at the task level).

c. The Government will evaluate the Offeror's approach to executing basic processes by which all tasks are to be conducted. This includes the preparation required for the following specific tasks: procurement and shipment of materials; the detailed technical approach to carrying out the task; and the process by which tasks shall be conducted to ensure that they are completed.

d. The Government will evaluate the Offeror's proposal with respect to the level of expertise, skill sets, team size, and team composition proposed to meet the requirements set forth in Sample Task 2.

e. The Government will evaluate the Offeror's proposal with respect to its discussion of steps that will be taken to ensure that quality control standards are met. This includes the Offeror's approach to identifying, in a timely manner, problems that could affect the performance or schedule of Sample Task 2 and procedures for corrective actions.

(iii) Sample Task 3 (Attachment 0060):

a. The Government will assess the Offeror's capability to perform by evaluating its technical understanding relative to a method of operations that demonstrates the Offerors knowledge of and understanding of the requirements set forth in Sample Task 3. This includes an evaluation of the Offeror's discussion as to how the Offeror prepares for a specific task, how the Offeror will obtain necessary technical information, and the process by which the tasks shall be conducted in order to ensure that they are completed on schedule. The details to the technical approach to carrying out the task will address the following: physical facilities; heating, ventilation, and air conditioning; electrical subsystems; grounding subsystems; data systems; voice systems; and visual information systems. Evaluation includes, but is not limited to, demonstration of knowledge and understanding of the following:

(a) Site surveys;

(b) Full systems modernization without user interruption;

(c) Modernization of the NIPRNET data networks;

(d) Modernization and migration of all users off of the voice switch network to a Voice over Internet Protocol (VoIP) system;

(e) Modernization of the VTC systems; and

(f) Installation of a new wireless network.

b. The Government will evaluate the Offeror's approach to plan, organize and implement the project work schedule. Proposals will be evaluated to the extent to which they identify

potential performance problems, their risks and proposed mitigation/resolutions (at the task level).

c. The Government will evaluate the Offeror's approach to executing basic processes by which all tasks are to be conducted. This includes the preparation required for the following specific tasks: procurement and shipment of materials; the detailed technical approach to carrying out the task; and the process by which tasks shall be conducted to ensure that they are completed.

d. The Government will evaluate the extent and level of experience and skills proposed to meet the requirements set forth in Sample Task 3.

e. The Government will evaluate the Offeror's proposal as it discusses steps that will be taken to ensure quality control standards are met. This includes the Offeror's approach to identifying, in a timely manner, problems that could affect the performance or schedule of Sample Task 3 and procedures for corrective actions.

B. Management Sub-factor. The Government will evaluate the Offeror's capability and experience to provide an effective management approach/solution. All items identified in Section L-14 item 2.B will be used to evaluate this sub-factor. In conducting the assessment, the following will be considered:

(i) The Government will evaluate the Offeror's processes and procedures that demonstrate how the Offeror will handle managing the execution of multiple concurrent tasks performed at various locations around the world.

(ii) The Government will evaluate the Offeror's processes and procedures to address conflict resolution.

(iii) The Government will evaluate the Offeror's approach to change management and continuous process and service improvement that reduces or prevents negative impacts to the requirement and its schedule.

(iv) The Government will evaluate the Offeror's process and procedures to accommodate changes in schedules without negatively impacting programmatic requirements. The Government will evaluate the Offeror's proposal to support multiple separate travel tasks concurrently.

(v) The Government will evaluate the Offeror's processes and procedures that demonstrate how the Offeror plans to attract, hire, develop, train, and retain a qualified workforce capable of fulfilling requirements without a break in performance to include the Offerors ability to backfill vacant positions without creating a break in service.

2. PAST PERFORMANCE FACTOR

This factor applies to ALL Offerors, including small businesses. The Government will evaluate the Offeror's record of past and current performance to ascertain the probability of successfully performing the required efforts of the performance work statement (PWS). The Government shall conduct a Past Performance assessment based on the relevancy and recency of the Offeror's past performance, as well as that of its proposed subcontractors and team members as it relates to the probability of successful accomplishment of the required effort.

A. Offerors shall submit at least three (3), but no more than five (5), Government and/or commercial contracts for the Prime Offeror. Offerors shall submit at least two (2), but no more than three (3), Government and/or commercial contracts for each major subcontractor they propose to use. A major subcontractor is defined as a subcontractor that performs 10% or more of the Total Contract Value. Contracts submitted must have been performed or awarded during the last three (3) years, from the issue date of the solicitation, and must be relevant to the efforts required by this solicitation. Example 1= Prime Offeror has one major subcontractor. The maximum number of contracts that can be submitted is eight (8): five (5) maximum total from the Prime Offeror and three (3) maximum total from the one (1) major subcontractor. Example 2= Prime Offeror has two major subcontractors. The maximum number of contracts that can be submitted is eleven (11): five (5) maximum total from the Prime Offeror and three (3) maximum total from major subcontractor one and three (3) maximum total from major subcontractor two.

B. Offerors are advised that in conducting the past performance assessment, the Government may use data provided in the Offeror's proposal and data obtained from other sources and are not compelled to rely on all the information available. In addition to the past performance of the Offeror

and its subcontractors, the Government may consider the past performance of predecessor companies and key personnel with relevant past performance. The Government may also use files or data obtained through interviews with personnel familiar with the contractor and its current and past performance under Federal, State, or Local Government or commercial contracts for the same or similar services as compared to the North American Industry Classification System (NAICS). This requirement will be solicited using NAICS code 541512 (Computer Systems Design Services).

C. If there is no relevant past performance, the Offeror will be evaluated neither favorably nor unfavorably, and such lack of relevant past performance will be considered as a Neutral Confidence. All items identified in Section L, paragraph L-14.3 will be used to evaluate this factor.

D. Recency, as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a period during which past performance references are considered relevant.

E. Relevancy, as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

F. A relevancy assessment will be made based on the following relevancy ratings:

Past Performance Relevancy Rating Method

Rating

Definition

Very Relevant - Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

Relevant - Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

Somewhat Relevant - Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

Not Relevant - Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

G. A performance confidence assessment will be made based on the following confidence ratings:

Rating	Definition
	Substantial Confidence - Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
	Satisfactory Confidence - Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
	Neutral Confidence - No recent/ relevant performance record is available, or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.
	Limited Confidence - Based on the Offeror's recent/relevant performance record, the Government has low expectation that the Offeror will successfully perform the required effort.

No Confidence - Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

Note: Evaluation of the Past Performance Factor will include use of the CPARS to gather Offeror's relevant Past Performance information. Past performance information may also be obtained from, but not limited to, eSRS, other databases, the Defense Contract Management Agency (DCMA), interviews with Program Managers (PM), Contracting Officers (KO), and Fee Determining Officials, and/ or other available sources.

3. COST FACTOR

This factor applies to ALL Offerors, including small businesses. All items identified in Section L, paragraph L.14.4 will be used to evaluate this factor. The proposed costs/prices elements identified in Section L shall be added together, after making any necessary cost realism adjustments, to obtain the total evaluated cost/price for the entire effort. There will be no fixed price element as part of the total evaluated cost/price.

The evaluated price to be used in the award determination will be the cost identified in the Offeror's cost proposal for CONUS, High CONUS, and OCONUS work locations for the Prime Offeror and each Major Subcontractor proposed; multiplied by the Prime Offeror's and each Major Subcontractor's annual escalation rate for the one ordering periods. This sum will be multiplied by a cost multiplication factor of 1.4469 to derive the total evaluated value. This total evaluated value is subject to most probable cost adjustment(s) resulting from the Government's cost realism analysis. The Government shall evaluate each cost proposal to ensure that all the proposed costs are fair, reasonable, and realistic. Each Offeror's proposal will be evaluated in accordance with the criteria in FAR 15.404-1. Accordingly, the analytical techniques and procedures prescribed in FAR 15.404-1 for evaluating Offeror's proposal may be used singly or in combination with others to ensure the costs are fair, reasonable, and/or realistic.

The probable cost may be determined by adjusting (for purposes of evaluation only) each Offeror's proposed cost and/or Fee, when appropriate, to reflect any additions in cost elements to realistic levels based on the results of the Government's cost realism analysis.

NOTE: The Government may use external sources of information in performing its cost evaluation to include, but not limited to, Bureau of Labor Statistics, Department of Labor, Department of State, DCAA, or DCMA. This DOES NOT preclude the Offeror from submitting supporting documentation for its rates proposed.

4. SMALL BUSINESS PARTICIPATION EVALUATION APPROACH

This factor applies to ALL Offerors, including small businesses, Comprehensive Subcontracting Plan Program Participants and commercial subcontracting plan holders. All items identified in Section L, paragraph L-14.5, will be used to evaluate this factor.

The Government will evaluate each Offeror's commitment to use small businesses using the Small Business Participation Rating Method below:

Small Business Participation Rating Method

Adjectival Rating	Definition
Outstanding - Proposal indicates an exceptional approach and understanding of the small business objectives.	
Good - Proposal indicates a thorough approach and understanding of the small business objectives.	
Acceptable - Proposal indicates an adequate approach and understanding of small business objectives.	
Marginal - Proposal has not demonstrated an adequate approach and understanding of the small business objectives.	

Unacceptable - Proposal does not meet small business objectives.

All Offerors (both other than small businesses and small businesses) will be evaluated on the extent of their proposed participation/commitment to use U.S. small businesses in the performance of this acquisition (as small business Prime Offerors or small business subcontractors) relative to the objectives and requirements established herein. Offerors may be given higher ratings for proposals that exceed the small business anticipation/commitment objectives. The Government will evaluate the following to determine if the Offeror met or exceeded the requirements.

A. The extent to which firms, as defined in FAR Part 19, are specifically identified in proposals.

B. The extent to which Offerors demonstrate substantive commitment to small business firms, such as by use of letters of commitment, Joint Venture Agreements, Mentor/Protege agreements, or other demonstrations of commitment (binding commitments will become enforceable/contractual requirements; enforceable commitments are to be weighted more heavily than non-enforceable ones).

C. Identification of the type and variety of the work small firms are to perform (binding commitments will become enforceable/contractual requirements; enforceable commitments are to be weighted more heavily than non-enforceable ones).

D. Extent of participation of small business Prime Offerors and small business subcontractors in terms of the value of the total acquisition (total contract value) and the realism of the approach to meeting the proposed MQR binding commitments will become enforceable/contractual requirements; enforceable commitments are to be weighted more heavily than non-enforceable ones). Proposal of 20% MQR or more, in and of itself, does not guarantee an acceptable rating for this factor. There must be substantiating documentation submitted to demonstrate the proposed MQR is realistic.

E. The extent to which the Offeror provides detailed explanations/documentation supporting the proposed quantitative participation.

F. The extent to which the Offeror complied with FAR 52.219-8, Utilization of Small Business Concerns will be evaluated.

G. The extent to which the Offeror complied with FAR 52.219-9, Small Business Subcontracting Plan (if applicable) will be evaluated.

The Government will evaluate the proposal to determine which Offerors propose the best value in terms of Small Business Participation. The work to be performed directly by a small business Prime Offeror will also be evaluated as Small Business Participation. The SBPCD, Section J, Attachment 0066, will become part of the resultant contract.

*** END OF NARRATIVE 1 ***